



**NOTICE OF A REGULAR SESSION
OF THE VINEYARD CITY COUNCIL MEETING
125 South Main Street, Vineyard Utah
August 22, 2018 at 6:00 PM**

Public Notice is hereby given that the Vineyard City Council will hold a Regular Session of the Vineyard City Council meeting on Wednesday, August 22, 2018, at 6:00 pm in the Vineyard City Hall, 125 South Main, Vineyard, Utah. The agenda will consist of the following:
(clicking on the blue wording will take you to the documents associated with the agenda item.)

AGENDA

REGULAR SESSION

Presiding Mayor Julie Fullmer
(Mayor Pro tem – Councilmember Tyce Flake – July to September)

1. CALL TO ORDER

INVOCATION/INSPIRATIONAL THOUGHT/PLEDGE OF ALLEGIANCE

2. MAYOR'S APPOINTMENTS

2018-2019 Youth Council Executive Members.....7 Vacancies
Following the appointments, City Recorder Pamela Spencer will swear-in any Youth Council members in attendance.

3. WORK SESSION

3.1. Vineyard Shores Discussion

(30 minutes)

The mayor and City Council will work with Edge Homes to discuss the upcoming Vineyard Shores Development Plan. The subject property is located within the Town Center Lake Front Residential district. The subject property extends north from 400 North to just south of the Vineyard Connector and extends west from the Waters Edge subdivisions the Preserve and Villas to the edge of the existing Vineyard Road and Utah Lake. The applicant is proposing fifteen (15) Single-Family Lots, forty-one (41) Condo buildings and fifty-five (55) Townhome buildings for a total of 695 residential units.

4. OPEN SESSION – Citizens' Comments

(15 minutes)

“Open Session” is defined as time set aside for citizens to express their views for items not on the agenda. Each speaker is limited to three minutes. Because of the need for proper public notice, immediate action **cannot** be taken in the Council Meeting. If action is necessary, the item will be listed on a future agenda, however, the Council may elect to discuss the item if it is an immediate matter of concern.

5. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

6. STAFF AND COMMISSION REPORTS

(3 minutes each)

- City Manager/Finance Director – Jacob McHargue
- Public Works Director/Engineer – Don Overson
- City Attorney – David Church
- Utah County Sheriff's Department – Sergeant Holden Rockwell
- Community Development Director – Morgan Brim & Planning Commission Chair – Cristy Welsh
- City Recorder – Pamela Spencer
- Building Official – George Reid
- Water/Parks Manager Sullivan Love - Timpanogos Special Service District – Board Member

7. DISCUSSION ITEM

7.1 Waters Edge Parks – Bronson Tatton with Flagship Homes would like feedback from the council on the 6-acre park restrooms and the design of the 3-acre park.

8. CONSENT ITEMS

- a) Approval of the August 8, 2018 City Council Meeting Minutes
- b) Final Plat – Edgewater Phase 14
- c) UTA License Agreement
- d) Purchases – Building Department vehicle

9. BUSINESS ITEMS

9.1 DISCUSSION AND ACTION – Amending the Municipal Code Chapter 11 Building Standards Ordinance 2018-10

(15 minutes)

Patricia Abdullah will present an amendment to the Building Standards. The mayor and City Council may act to approve (or deny) this request by ordinance.

9.2 PUBLIC HEARING – City Boundary Adjustment; Annexation Plat (Ordinance 2018-11)

The City of Vineyard requests approval of Ordinance 2018-11 amending the common boundary with Lindon City through approval of an Annexation Plat titled Boat Harbor Addition. The boundary area to be adjusted from Lindon to Vineyard includes a nine-acre parcel at approximately 2100 W. 600 S. and a portion of Lindon's 600 South roadway (Vineyard's 1600 N) between the UTA commuter rail line and the Lindon Marina. The properties that are within the boundary adjustment area will automatically be annexed by the City of Vineyard and by any local service districts providing public services within the City of Vineyard including utility services, fire protection, paramedic and law enforcement services. The mayor and City Council may act to approve (or deny) this request by ordinance.

9.3 DISCUSSION AND ACTION — Interlocal Agreement – (Resolution 2018-12)

The city of Vineyard requests approval for Resolution 2018-12 and the accompanying Interlocal Agreement associated with the boundary change with Lindon City requiring that the area be transferred back into Lindon should Vineyard sell the property in the future. The mayor and City Council may act to approve (or deny) this request by resolution.

10. CLOSED SESSION

The Mayor and City Council pursuant to Utah Code 52-4-205 may vote to go into a closed session for the purpose of:

- (a) discussion of the character, professional competence, or physical or mental health of an individual
- (b) strategy sessions to discuss collective bargaining
- (c) strategy sessions to discuss pending or reasonably imminent litigation
- (d) strategy sessions to discuss the purchase, exchange, or lease of real property
- (e) strategy sessions to discuss the sale of real property

11. ADJOURNMENT

This meeting may be held electronically to allow a councilmember to participate by teleconference.

The next regularly scheduled meeting is September 12, 2018.

The Public is invited to participate in all City Council meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder at least 24 hours prior to the meeting by calling (801) 226-1929.

I the undersigned duly appointed Recorder for Vineyard, hereby certify that the foregoing notice and agenda was emailed to the Salt Lake Tribune, posted at the Vineyard City Hall, the Vineyard City Offices, the Vineyard website, the Utah Public Notice website, and delivered electronically to city staff and to each member of the Governing Body.

AGENDA NOTICING COMPLETED ON: August 21, 2018

CERTIFIED (NOTICED) BY: /s/ Pamela Spencer

PAMELA SPENCER, CITY RECORDER

2018-2019 Nominees:

Mayor- Rachel Golightly

City Manager- Joey Merrill

Recorder- Janelle Dadson

Service Chair- Macy Lee

Activity Chair- Zoey Lee

Beautification Chair- William Welsh

Meetings and Election Chair- Holly Huntington



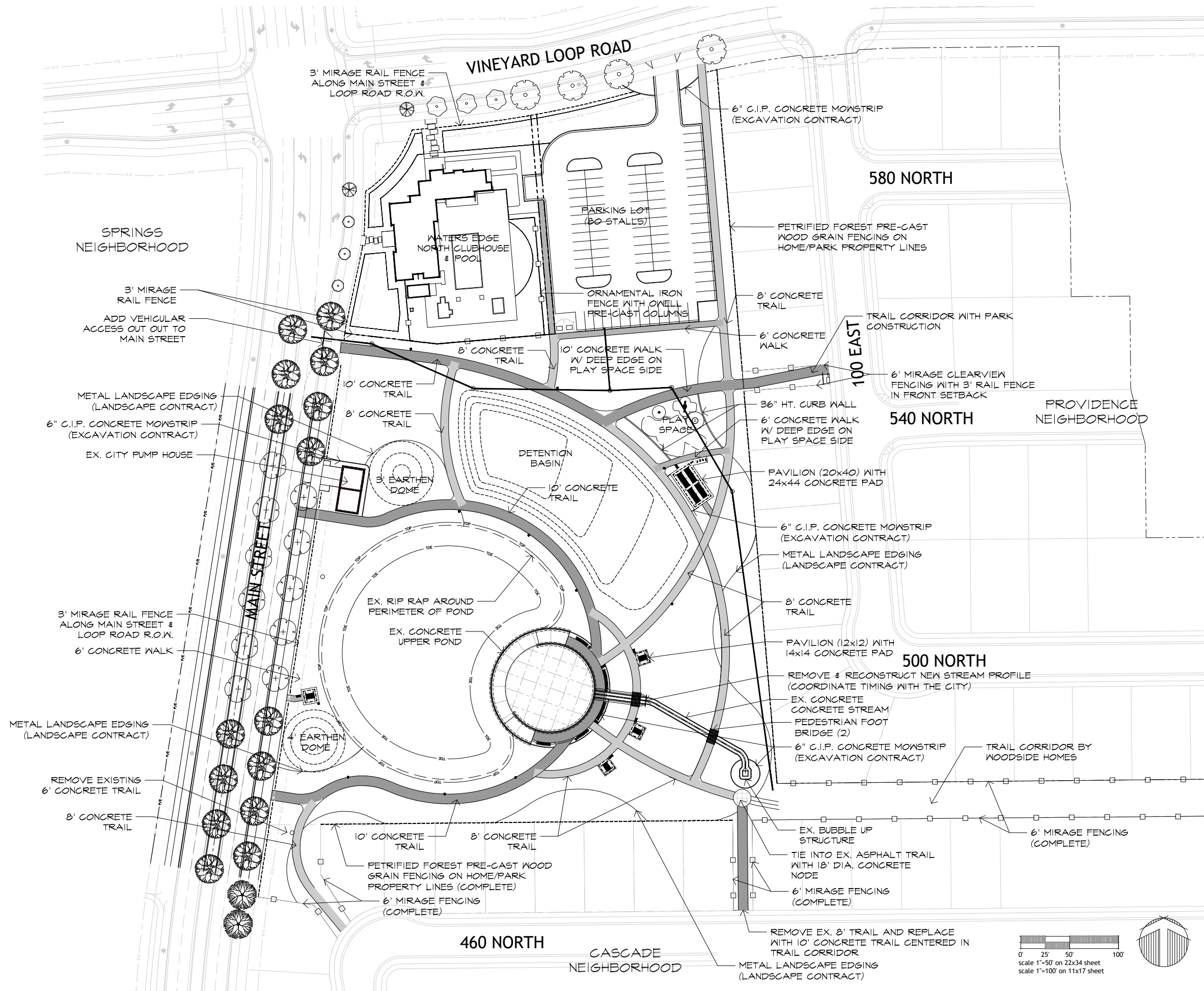
preliminary plans
not for construction

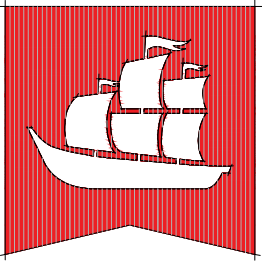
STATE OF UTAH
BRONSON R.
8/13/2018
LANDSCAPE ARCHITECT

17 - 6 ACRE PARK
WATERS EDGE COMMUNITY
Vneyard, Utah

OVERALL Site Plan

SP-1





flagship
homes

170 South Interstate Plaza, Suite 250
Lehi | Utah | 84043

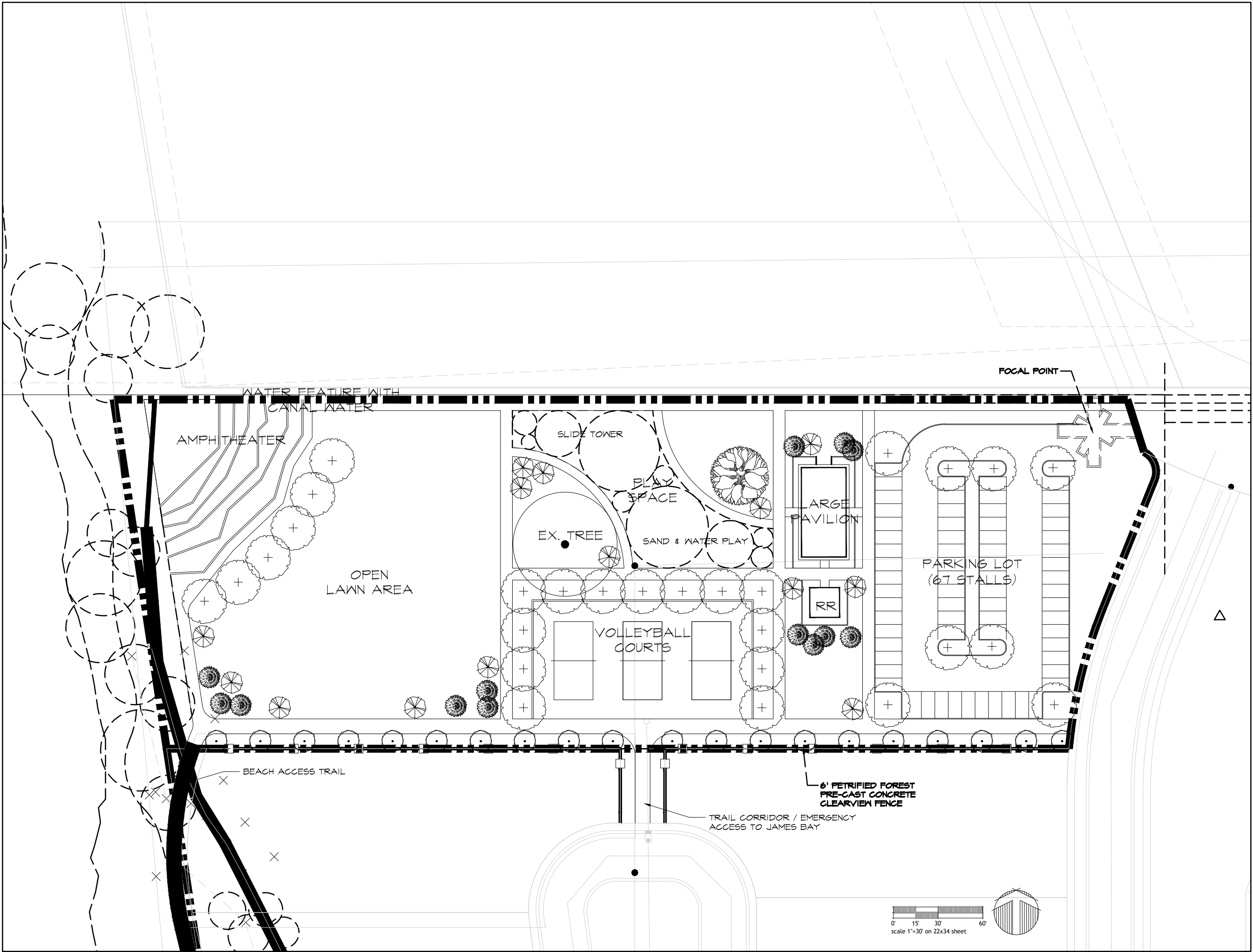
preliminary plans
not for construction

call 811 or visit www.bluestakes.org
before you dig to have all utilities
located and marked

WATERS EDGE
3 ACRE BEACH PARK
Vineyard, Utah

AUGUST 2018

PRELIMINARY
site plan



1 MINUTES OF A REGULAR SESSION
2 OF THE VINEYARD CITY COUNCIL MEETING
3 August 8, 2018 at 6:00 PM
4 125 South Main Street, Vineyard Utah
5
6
7

8 **Present**

Absent

9 Mayor Julie Fullmer
10 Councilmember John Earnest
11 Councilmember Tyce Flake
12 Councilmember Chris Judd
13 Councilmember Nate Riley
14

15 **Staff Present:** City Manager/Finance Director Jacob McHargue, Community Development
16 Director Morgan Brim, Planning Commission Chair Cristy Welsh, City Recorder Pamela
17 Spencer, Plans Examiner Patricia Abdullah, Water/Parks Manager Sullivan Love, Treasurer
18 Mariah Hill, Finance Intern Karuva Kaseke, Planning Technician Joshua Smith
19

20 **Others Speaking:** Resident Anthony Jenkins
21
22
23

24 **6:00 PM REGULAR SESSION**
25
26
27

28 **OPEN SESSION – Citizens’ Comments**

29 Mayor Fullmer opened the public session.
30

31 Resident Anthony Jenkins living in the LeCheminant subdivision expressed concern about
32 people using their cell phone while driving. He asked if there could be a social media campaign,
33 tickets given, etc. Mayor Fullmer responded that the city could create an awareness campaign.
34

35 Mayor Fullmer called for further comments. Hearing none, she closed the public session.
36
37

38 **MAYOR AND COUNCILMEMBERS’ REPORTS/DISCLOSURES/RECUSALS**

39 No reports were given
40
41

42 **STAFF AND COMMISSION REPORTS**

43 City Manager/Finance Director – Jacob McHargue – Mr. McHargue presented his quarterly
44 budget report. Highlights were:

- 45 • Revenues came in higher than what was anticipated
- 46 • Expenditures were below the allotted amount.
- 47 • Each of the utilities had an increase to their fund balance except the sewer fund, which
- 48 took a small subsidy.

Councilmember Judd asked Mr. McHargue to explain why they were reviewing the budget. Mr. McHargue explained that each year the city was required to keep a general fund balance within 25 percent and that the utilities funds were running revenue neutral.

He reported on the parking issues in Tucker Row, The Lochs, and The Preserve. He said there was an area north of Tucker Row where staff was proposing that the developer create a surface parking lot. Councilmember Judd asked if it was required as open space in the original agreement. Mr. Brim explained that there was a trail and open space and they could make the trail wrap around the parking area. Mr. McHargue stated that taking out the green space would not put them below the developer's required green space. He said that in The Lochs development they could consolidate the dumpsters, which would create another 30 parking spaces. Mr. Brim said that between the buildings and the dumpster areas in The Lochs they could add two extra stalls and the area behind the parking garages where they could add additional stalls which would get them to about 28 additional stalls. There was further discussion about parking stalls. Mr. Brim said there was a public utility easement for Rocky Mountain Power. He explained that the site plan required parking that had not been implemented because of the utility placements. He added that they had met the two-per-unit requirement but the site plan included more parking and the staff was trying to get the development back to what had originally been approved. Councilmember Flake asked how many spaces would be in the area near the rail road tracks. Mr. Brim replied that it would be slightly larger than the 18-acre park's parking. He added that he had heard that the developers were trying to force parking in the garages. Councilmember Judd asked if consolidating the dumpsters would create concerns. Mr. Brim replied that the developments were changing to individual cans which would help stop the dumping of large items in the dumpsters. City Planner Elizabeth Hart stated that The Lochs development had the individual cans and Tucker row had the dumpsters. Mr. Brim stated that Tucker Row would also be going to individual cans.

Councilmember Judd asked if they could tie the parking with the installation of the trails. Mr. Brim explained that the developer and original landowner were in discussion about who would be installing the park. Mr. Church stated that Flagship Homes owed the city the obligation. He felt the city had leverage with the reimbursement agreements.

Councilmember Judd asked about parking issues in The Preserve development. Mr. Brim replied they had been discussing parking in Edge Homes' new development and would add The Preserve in the conversation. Mr. McHargue said that they could add parking on the dead-end road until the new development went in. Mr. Brim felt that parking issues usually solved themselves with people moving out.

Councilmember Judd clarified that there might not be the open available land in The Preserve to do what was being done in the other two developments.

Mr. McHargue reported that they had hired a recreation coordinator who would be starting a fall recreation program open for ages 3 to 11. It would be a six-week program running from September 5 to October 13. Councilmember Riley asked if they anticipated that the city would need to subsidize any of the cost. Mr. McHargue replied no. He said that all of the models

showed that soccer leagues would be self-sustaining. Councilmember Earnest asked about having a flag football program. Mr. McHargue replied that soccer was the number one response from the survey. He added that this was just to test the program and that they would expand next year.

Mr. McHargue reported on the Book Mobile numbers for last year. He said that by June they had 64 percent growth in usage. He explained the different library uses with the Book Mobile contract. Mayor Fullmer suggested that they could do a social media post about the Book Mobile and how to get a library card. Councilmember Judd felt that the numbers could have been better but the Book Mobile was breaking down a lot. Mr. McHargue stated that as the usage grows they could have it come on a weekly basis. Councilmember Judd asked if they paid the same price if the Book Mobile did not show up. Mr. McHargue replied that they did. Mayor Fullmer thought there was an agreement that if it did not show up the city would not be charged. Mr. McHargue replied that residents still had access to the libraries' other services. Mayor Fullmer said that they had a discussion with the county and they agreed to the city not paying them for time the Book Mobile was not there. Mr. McHargue replied that it was not in the contract and he would look at getting it updated. Mr. Brim suggested that they look at moving the Book Mobile to the 18-acre park.

Mr. McHargue reported that he had been working with Ms. Hart to apply to become a bike friendly city. He said that there was a lot of things the city could do to become a bike friendly city such as a bike safety training through the NOVA program, etc.

Mr. McHargue reported that they were negotiating with UTA and UDOT on the design of the FrontRunner Station. He said that there would be follow-up meetings held at the Vineyard City offices.

Public Works Director/Engineer – Don Overson – Mr. Overson was excused.

City Attorney – David Church – Mr. Church explained that Vineyard was one of the cities that had adopted a transportation fee that the residents and businesses pay to help with maintenance of the roads. He said that Pleasant Grove was being challenged by some of their citizens about the constitutionality of those types of fees. He said the he would be meeting with cities to cooperate on how best to defend the lawsuit and said that it could be brought up in the legislature. He added that if Pleasant Grove lost the case it would affect Vineyard. He said that it was a small amount of money each year. Mr. McHargue said that they collected \$56,000 last year at a charge of \$3.50 per equivalent residential unit (ERU). Mr. Church said the legal issue was whether or not it was a fee or a tax. He added that roads will need to be repaired and they would need to find another source to pay for them. Mayor Fullmer explained that in 2015 the city sent out a survey to the residents and they were in favor of the fee. Mr. Church said that all cities received a portion of the gas tax which did not cover the total costs of the maintenance. Councilmember Judd further explained that by collecting a transportation fee it could only be used for transportation, where a property tax increase could be used for other uses. Mayor Fullmer commented that the fee allowed the city to work with UVU on their fees.

139 Utah County Sheriff's Department – Sergeant Holden Rockwell – Sergeant Rockwell replied to
140 the resident's comment from the public session. He explained that there was a police presence to
141 do periodic "distracted driving" blitzes. Councilmember Earnest asked what the fee was for a
142 distracted driving charge. Sergeant Rockwell replied that it was more expensive than a speeding
143 ticket.

144
145 Community Development Director – Morgan Brim & Planning Commission Chair – Cristy
146 Welsh – Chair Welsh reported that the Planning Commission had done a site visit to the
147 pressurized irrigation pond on the corner of Loop Road and Main Street. Councilmember Riley
148 felt that, long range, they needed to fence it off. Chair Welsh thought that it would help keep
149 children out of the pond now that there were ducks in it. She felt that the grate where the water
150 came out was safe. Mayor Fullmer asked when the split rail fence was being installed. There was
151 a discussion about fencing the pond. Chair Welsh asked what a split rail fence would do for
152 safety. Mayor Fullmer explained that the fence was different from a decorative split rail in the
153 18-acre park. Mr. Brim suggested that staff look at all the options. Councilmember Earnest felt
154 that a fence could make it more appealing for teenagers to get into. Mayor Fullmer stated that
155 they needed to review the minutes and revisit the issue.

156
157 Mr. Brim introduced Joshua Smith the new Planning Technician. He explained that Mr. Smith
158 would focus on planning, economic development, and code enforcement.

159
160 Mr. Brim reported that the Planning Commission would be looking at the Hadsworth property on
161 1750 North. He explained that it would be a 16,000 square foot warehouse with 6,000 square
162 feet of office space. He reported that the LDS Church had purchased property in the Hamptons
163 subdivision and would be submitting a conditional use permit application and site plan required
164 for the development. He reported that The Vineyard Shores development would include single
165 family homes, townhomes, and condominiums. He explained how the development would be
166 laid out. Councilmember Judd expressed concern with parking in the new development. Mr.
167 Brim explained that the developers were anticipating regional use and would be building street
168 parking that would be restricted at night. He stated that they would be meeting the parking code.
169 Ms. Hart explained that it was two spaces for residential and 130 public parking spaces along the
170 road. Mr. Brim added that they would be exceeding the parking code.

171
172 Mr. Brim reported that he had been working with two hotels and a grocery store who were
173 interested in coming into Vineyard.

174
175 Building Official – George Reid – Mr. Reid was excused. Plans Examiner Patricia Abdullah
176 reported that they had just finished their annual 4-way competition. She said that there were three
177 winners, two of which were new. The winners were Woodside Homes, Flagship Home, and
178 Home Center Construction.

179
180 City Recorder – Pamela Spencer – Ms. Spencer reported that the new recording equipment
181 would be installed on Friday.

184
185 Water/Parks Manager Sullivan Love – Mr. Love reported on the Utah Lake Technical
186 Committee meeting. He said that they had a grand opening of the Utah Lake State Park. He gave
187 a brief description of the improvements done to the park. He said that there had been good
188 attendance at the Utah Lake Festival and that they had received good feedback from the
189 attendees. He mentioned that the commission had a website accessible for those who liked to sail
190 and boat, which gave updates on current weather conditions. He said that there was an official
191 advisory for algal bloom on the whole lake. He gave an update on carp removal and the studies
192 on northern pike and June suckers.

193
194 Mr. Love reported that Timpanogos Special Service District (TSSD) had a new general manager.
195 He said that he was still working on the splash pad report. He added that the splash pad and park
196 were being well used. He gave an update on how the splash pad worked. He said that the nozzles
197 worked on a timer. Mr. McHargue mentioned that they would only shut off if there were no
198 activity. Mr. Love mentioned that there was a concern about lights in the park. He said that he
199 had set timers. He said that they were still looking for additional help to run the splash pad. He
200 explained that there was certification required, which would allow it to open the park on more
201 days. There was a discussion about what it took to maintain the park.

202
203 Mr. Love reported that the tree inventory was almost complete and he would present a report to
204 council when it was.

205
206 Mayor Fullmer asked Mr. Love to update the council on the dry grass issues. Mr. Love explained
207 that Loop Road and 400 North had been under construction and they were waiting for the
208 contractor to meet the city's conditions. He stated that there had been some problems with the
209 subcontractors and equipment.

210
211
212 **PRESENTATION – OUTRAGE SURVEY** (postponed from earlier in the meeting)
213 Teens from the OUTRAGE program will give a short presentation about their program and a
214 survey they would like the mayor and City Council to fill out.

215
216 Mayor Fullmer turned the time over the OUTRAGE representatives.

217 Delaney Maughan from the Outrage Program read the following statement.

218 “Hello, my name is Delaney Maughan. I live in Provo and I'm a youth leader representing
219 OUTRAGE! We are a youth-led organization whose purpose is to try and reduce substance
220 abuse among children and youth. We do this through advocacy and education. As we have talked
221 as an organization and with our adult leaders, we realized that while a lot of work has been done
222 to get to know the state legislators, not a lot has been done to get to know the local leaders. We
223 want to get to know you better and we would like to give you a brief survey to find out what
224 your feelings are about various substance abuse issues.” Ms. Delaney noted that the survey had
225 been emailed to them earlier in the day. She continued, “With this information, we can better
226 understand if there are certain issues that you as the city council care about more than others or
227 see as a problem in your city. We can hopefully work with you in the future to find ways to
228 address those problems.

The survey is primarily multiple choice with one short open-ended question. All responses are anonymous. Background and demographic questions will only be used to describe the general characteristics of survey participants and cannot be used to trace answers back to the respondent. If you do not want to answer a particular question, feel free to skip it. If your answer does not exactly align with any response, please either select a response that is closest to your answer or skip the question.”

Ms. Maughan thanked the council for allowing her to speak to them and for their willingness to take the survey.

Mayor Fullmer thanked them for their presentation.

DISCUSSION ITEMS

No items were submitted.

CONSENT ITEMS

a) Approval of the July 11, 2018 City Council Meeting Minutes

Mayor Fullmer called for a motion.

Motion: COUNCILMEMBER JUDD MOVED TO APPROVE CONSENT ITEM A. COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND RILEY VOTED AYE. MOTION CARRIED UNANIMOUSLY.

MAYOR’S APPOINTMENTS

No items were submitted.

BUSINESS ITEMS

9.1 PUBLIC HEARING – Amending the Consolidated Fee Schedule Resolution 2018-11

City Treasurer Mariah Hill will present an amendment to the Consolidated Fee Schedule. The mayor and City Council may act to approve (or deny) this request by resolution.

Mayor Fullmer turned the time over to City Treasurer Mariah Hill.

Ms. Hill explained that Orem’s impact fees were incorrect so staff was requesting to change the wording so that it reflected what Orem’s fees were. She said that they needed to add the Recreation Program fees. She explained that they were going to start taking credit cards for pavilion reservations, building permits, etc., so they were adding a 3 percent convenience fee to cover the cost of the transaction fees. She added that they needed to add a field rental fee and to remove the “90 day” wording under the Solicitor’s license.

Councilmember Riley expressed concern about not listing the fees owed to Orem. Ms. Hill explained that they were a pass-through fee. She said that the issue was that Orem would change their fees without notifying the city. Councilmember Riley asked if staff could put it on a calendar to see if the fees had changed. He felt that anyone who came in to pay those fees had to

go to Orem City to find the information from Vineyard. Mr. McHargue stated that Vineyard would still have the fees available to those who would need to pay them. This information would be available on the Vineyard website or from staff. He said that Orem's adoption schedule was at the same time in June as Vineyard's so they did not always have their updated fees. There was a discussion about fee schedules. Councilmember Riley said that he did not want to send residents to Orem to get the impact fee amounts. Mr. McHargue replied that there might be a month from where Orem adopted their schedule until they send the information to Vineyard. There was further discussion about the fee schedules.

Mayor Fullmer called for a motion.

Motion: COUNCILMEMBER JUDD MOVED TO APPROVE THE UPDATED CONSOLIDATED FEE SCHEDULE AS PRESENTED, AND THAT STAFF WILL UPDATE THE WATER FEES AS SOON AS THEY GET THEM FROM OREM (RESOLUTION 2018-11). COUNCILMEMBER RILEY SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND RILEY VOTED AYE. MOTION CARRIED UNANIMOUSLY.

9.2 DISCUSSION AND ACTION – Amending the Municipal Code - Park Regulations Ordinance 2018-08

City Staff will present an amendment to the park regulations. The mayor and City Council may act to approve (or deny) this request by ordinance.

Mayor Fullmer turned the time over to City Treasurer Mariah Hill.

Ms. Hill explained that this was a general update adding the new pavilions and fields and amending the wording. She said that they were adding general expectations for those renting the pavilions. Councilmember Riley felt that they needed to be strict with the cleaning deposit. Ms. Hill explained that there would be a cleaning list that they would give out with the reservation. She added that they had increased the cleaning deposit amounts. Mr. Love explained the process his staff went through after each pavilion rental and what staff's feedback was. There was a discussion about the pavilions and cleaning fees.

Motion: COUNCILMEMBER RILEY MOVED TO APPROVE AMENDING THE MUNICIPAL CODE – PARK REGULATIONS ORDINANCE 2018-08. COUNCILMEMBER EARNEST SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND RILEY VOTED AYE. MOTION CARRIED UNANIMOUSLY.

9.3 DISCUSSION AND ACTION – Adopting the Vineyard Retention Schedule (Ordinance 2018-09)

City Recorder Pamela Spencer will present the Vineyard Records Retention Schedule. The mayor and City Council may act to approve (or deny) this request by ordinance.

Mayor Fullmer turned the time over to City Recorder Pamela Spencer.

Ms. Spencer gave a brief explanation as to why she chose to have the council adopt a municipal retention schedule specific to Vineyard. She added that they had included a table of contents. She said that they were also adding code to clarify the roles of staff and the appeals process for records requests. Mayor Fullmer asked if most of the records were digitized. Ms. Spencer replied that they did have a lot of documents that were digitized and with the Laserfiche software, staff would

be able to add the retention schedule to the document. Mayor Fullmer asked how the retention would affect the Redevelopment Agency (RDA) and if they should keep the documents permanent because the RDA might be sued. Ms. Spencer responded that they should not keep documents because they might be sued. Mr. Church explained the under the Government Records and Management Act (GRAMA) the local governments were allowed to adopt an ordinance which included a retention schedule. He mentioned that there were records that were permanent and some that should be destroyed or sent to the Utah State Archives. He said that the purpose of the retention schedule was to inform staff as to how long they are to keep certain records. There was a discussion about the retention schedule. Ms. Spencer stated she wanted to simplify the retention schedule and make it easier for staff and citizens to find out what records might be available. She mentioned that records were subject to GRAMA requests. She added that she would never destroy a record without first speaking with the department that generated the record. Mr. Church explained the records act. There was further discussion about the retention schedule and the process staff went through. Ms. Spencer mentioned that she had sent the proposed retention schedule to the Utah State Archives for their feedback. She took that feedback, made the appropriate changes and was now presenting the final draft.

Mayor Fullmer called for further questions. Hearing none, she called for a motion.

MOTION: COUNCILMEMBER FLAKE MOVED TO ADOPT THE RETENTION SCHEDULE, ORDINANCE 2018-09. COUNCILMEMBER RILEY SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND RILEY VOTED AYE. MOTION CARRIED UNANIMOUSLY.

CLOSED SESSION

No closed session was held.

ADJOURNMENT

Mayor Fullmer called for a motion to adjourn the meeting.

Motion: COUNCILMEMBER JUDD MOVED TO ADJOURN THE MEETING AT 7:36 PM. COUNCILMEMBER RILEY SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND RILEY VOTED AYE. MOTION CARRIED UNANIMOUSLY.

The next regularly scheduled meeting is August 22, 2018.

MINUTES APPROVED ON: _____

CERTIFIED CORRECT BY: /s/ Pamela Spencer
PAMELA SPENCER, CITY RECORDER



VINEYARD

COMMUNITY DEVELOPMENT

Date: August 22, 2018
From: Elizabeth Hart, Planner
To: City Council
Item: 8b) Final Plat – Edgewater Phase 14
Address: 271 N. 725 East
Applicant: Cynthia Olive



INTRODUCTION:

The applicant is requesting approval for a final plat. The applicant is proposing to subdivide one (1) four (4) plex into four (4) individual lots within the Edgewater development. The Edgewater development is located within the RMU district, on the east side of Mill Road and south of the Mega Plex.

Staff has reviewed the final plat and is recommending approval.

ANALYSIS:

The subject property is within the Phase 1 of the Edgewater development, recorded as lot 25. The RMU district has no lot size or lot width requirements within the zoning ordinance.

The proposed final plat, Edgewater Phase 14, splits lots 25 into four (4) individual lots, Lot 1, 2, 3 and 4.

FINDINGS:

With the proposed conditions, the proposed final plat meets the standards and requirements set forth in the zoning ordinance.

RECOMMENDATION:

Staff recommends the City Council grant approval of the Edgewater Phase 14 final plat subject to the two conditions listed:

1. The applicant makes any redline corrections prior to the recording of the plat.
2. The applicant pays any outstanding fees.
3. The applicant is subject to all local, state and federal laws.

PROPOSED MOTION:

"I move to approve the Edgewater Phase 14 final plat with the proposed conditions.

Attachments:

Final Plat Application

Final Plat

Edgewater HOA Approval Letter



FINAL SUBDIVISION APPLICATION

Please Note: Attachment of request specific documents is required prior to processing your application.

APPLICATION DATE: 8/8/18
APPLICANT(S): Cynthia R. Olive and Lorrinda R. Snow
ADDRESS OF APPLICANT: 271 N 725 E
Vineyard UT 84059
BUSINESS PHONE #: _____ CELL PHONE #: 806-236-4463
EMAIL ADDRESS: Cindyrae.olive@gmail.com FAX NUMBER: _____

CURRENT ZONING DISTRICT DESIGNATION: _____

NUMBER OF PROPOSED NEW LOTS: _____

LOCATION/ADDRESS OF PROPOSED FINAL SUBDIVISION: _____

TOTAL ACREAGE OF PROPOSED FINAL SUBDIVISION: _____

NAME OF PROPERTY OWNER(S): _____

CHECK APPLICABLE PERMIT ATTACHMENT:

<input type="checkbox"/>	CONDITIONAL USE PERMIT	<input type="checkbox"/>	FINAL PLAT
<input type="checkbox"/>	GENERAL MAP/PLAT AMENDMENT	<input type="checkbox"/>	LAND DISTURBANCE PERMIT
<input type="checkbox"/>	MINOR PLAT AMENDMENT	<input type="checkbox"/>	PERMITTED USE SITE PLAN
<input type="checkbox"/>	PRELIMINARY SUBDIVISION	<input type="checkbox"/>	ROAD CUT PERMIT
<input type="checkbox"/>	TEMPORARY USE PERMIT	<input type="checkbox"/>	VARIANCE APPLICATION

SIGNATURE OF APPLICANT(S):

C.R. Olive 8/6/18
Applicant Signature Date

L.R. Snow 8-6-18
Co-Applicant Signature Date

PROPERTY OWNER AFFIDAVIT

STATE OF UTAH }
 }ss
COUNTY OF UTAH}

I, the undersigned, Cynthia Olive + Lorinda Snow, as owner(s) of the property identified in the attached application, depose that the statements herein contained in this application and the information provided in the attached plans and exhibits are in all respects true and correct to the best of my knowledge.

C. Olive

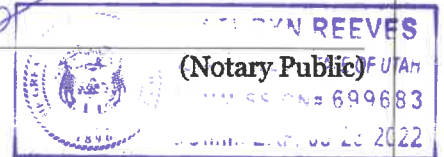
(Property Owner)

L. Snow

Subscribed and sworn before me, Kathryn Reeves
Public, on this 6th day of August, 2018.



My commission expires: 3-23-2022



AGENT AUTHORIZATION AFFIDAVIT

I, the undersigned, _____, as owner(s) of the real property described in the attached application, do authorize the following: _____, as agent(s) and designated representative(s) regarding the attached application, to appear on my behalf before any administrative or legislative body in the Town of Vineyard considering this application, and to act in all respects as agent(s) in matters pertaining to the attached application.

(Property Owner)

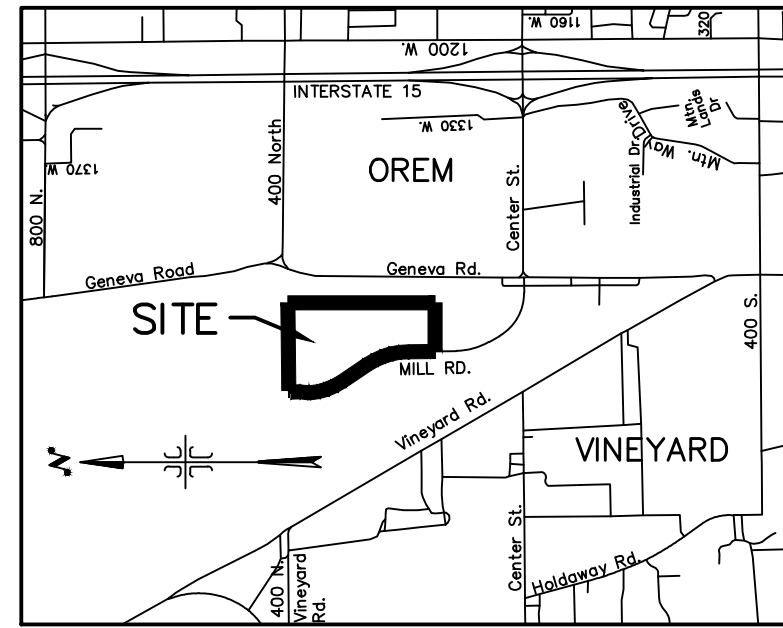
(Property Owner)

Dated this _____ day of _____, 20_____, personally appeared before me, _____, the signer(s) of the agent authorization who duly acknowledged to me that they executed the same.

(Notary Public)

My commission expires: _____

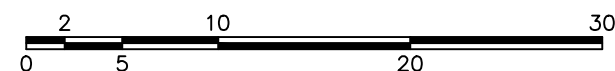
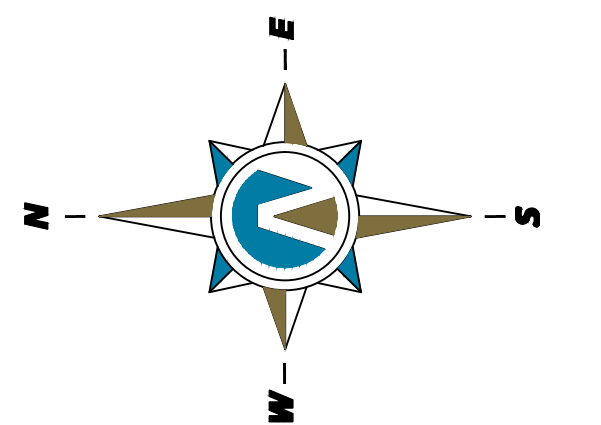
**EDGEWATER AT GENEVA
PHASE FOURTEEN
A PLANNED UNIT DEVELOPMENT
LOCATED IN SECTION 17
T.6S., R.2E., S.L.B.&M.**



VICINITY MAP
-NTS-

LEGEND

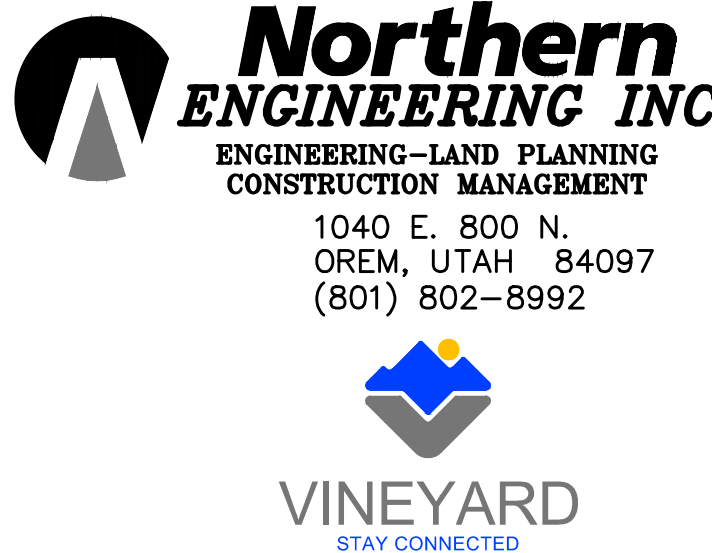
- FOUND BRASS CAP
- SET 5/8" IRON PIN
- CALCULATED POINT, NOT SET
- CALCULATED BUILDING CORNER
- PROPERTY BOUNDARY
- CENTERLINE
- RIGHT-OF-WAY LINE
- SECTION LINE
- EASEMENT
- BUILDING TIE
- FUTURE PHASE
- LIMITED COMMON AREA
- COMMON AREA
- PRIVATE OWNERSHIP



(24"x36")
SCALE 1" = 10'
(11"x17")
SCALE 1" = 20'

ROCKY MOUNTAIN POWER

- PURSUANT TO UTAH CODE ANN. 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
- PURSUANT TO UTAH CODE ANN. 17-27A603(4)C(ii) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
 - A RECORDED EASEMENT OR RIGHT-OF-WAY
 - THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
 - TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND FACILITIES OR
 - ANY OTHER PROVISION OF LAW



SURVEYOR'S CERTIFICATE

I, KENNETH E. BARNEY, CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 172762 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND EASEMENTS, HEREINAFTER TO BE KNOWN AS **EDGEWATER AT GENEVA, PHASE FOURTEEN A PLANNED UNIT DEVELOPMENT** AND THAT A SURVEY OF THE DESCRIBED TRACT OF LAND HAS BEEN COMPLETED BY ME IN ACCORDANCE WITH SECTION 17-23-17 AND THAT I HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENTS AS SHOWN HEREON. I FURTHER CERTIFY THAT ALL LOTS MEET FRONTAGE, WIDTH AND AREA REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCES.

DATE _____ KENNETH E. BARNEY, PLS (SEE SEAL BELOW)
BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER AND THE SOUTH QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 17; THENCE S.00°03'06"E. ALONG THE SECTION LINE A DISTANCE OF 939.27 FEET AND WEST A DISTANCE OF 623.59 FEET TO THE REAL POINT OF BEGINNING; THENCE WEST A DISTANCE OF 49.00 FEET; THENCE NORTH A DISTANCE OF 52.00 FEET; THENCE EAST A DISTANCE OF 1.00 FEET; THENCE NORTH A DISTANCE OF 22.00 FEET; THENCE EAST A DISTANCE OF 48.00 FEET; THENCE SOUTH A DISTANCE OF 74.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.08 ACRES OF LAND

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED ARE THE OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO LOTS, PARCELS AND STREETS, TOGETHER WITH EASEMENTS AS SET FORTH TO BE HEREFTER KNOWN AS AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL ROADS AND OTHER AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNER(S) ALSO HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES.

IN WITNESS WHEREOF, WE HAVE HERE UNTO SET OUR HANDS THIS _____ DAY OF _____, A.D. 20 ____.

SIGNATURE _____ MORLIN OLDHAM _____ OWNER
SIGNATURE _____ BECKY OLDHAM _____ OWNER

ACKNOWLEDGEMENT

STATE OF UTAH } S.S.
COUNTY OF UTAH }
ON THIS THE _____ DAY OF _____, A.D. 20 ____ , PERSONALLY APPEARED BEFORE ME,

WHO BEING DULY SWORN OR AFFIRMED, DID SAY THAT HE/SHE/THEY SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

ACCEPTANCE BY LEGISLATIVE BODY

VINEYARD PLANNING COMMISSION CHAIR	VINEYARD ATTORNEY
DATE: ____/____/____	DATE: ____/____/____
VINEYARD ENGINEER	CITY MANAGER
DATE: ____/____/____	DATE: ____/____/____
CLERK/RECORDER	
DATE: ____/____/____	

**EDGEWATER AT GENEVA
PHASE FOURTEEN
A PLANNED UNIT DEVELOPMENT
(AN AMENDMENT OF THE EDGEWATER AT GENEVA PHASE ONE)**

**LOCATED IN SECTION 17
T.6S., R.2E., S.L.B.&M.**

TOWN OF VINEYARD UTAH COUNTY, UTAH 1 OF 1
SCALE: 1" = 10 FEET

SURVEYOR'S SEAL	CLERK-RECORDER SEAL		
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**EDGEWATER AT GENEVA
PHASE ONE
17**

**EDGEWATER AT GENEVA
PHASE ONE
18**

**EDGEWATER AT GENEVA
PHASE ONE
25**

REQUIRED PLAT NOTES

- PLAT MUST BE RECORDED WITHIN 12 MONTHS OF FINAL PLAT APPROVAL, OR FOR PHASED DEVELOPMENTS, WITHIN 24 MONTHS OF RECORDATION OF MOST RECENT PHASE. THE FIRST FINAL PLAT APPROVAL WAS GRANTED ON THE DAY OF , 20 .
- THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO ALL CITY STANDARDS, REGULATIONS, AND ORDINANCES.
- BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL IMPROVEMENTS HAVE BEEN INSTALLED AND ACCEPTED BY THE CITY IN WRITING OR BONDED FOR.
- NO BUILDING PERMITS SHALL BE ISSUED UNTIL ALL IMPACT AND CONNECTION FEES ARE PAID IN FULL PER CITY REGULATIONS IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE.
- NO CITY MAINTENANCE SHALL BE PROVIDED FOR STREETS DESIGNATED AS "PRIVATE" ON THIS PLAT.
- DRIVEWAYS AND LOT ACCESS SHALL BE LIMITED TO INTERIOR LOCAL SUBDIVISION STREETS ONLY.
- DRAINAGE SHALL NOT CROSS PROPERTY LINES. EXCESS OR CONCENTRATED DRAINAGE SHALL BE CONTAINED ON SITE OR DIRECTED TO AN APPROVED DRAINAGE FACILITY.
- VINEYARD ACCEPTS NO RESPONSIBILITY FOR ANY PROPERTY DAMAGE CAUSED BY GROUND WATER FLOODING.
- ALL BUILDING AND DEVELOPMENT SHALL BE IN CONFORMANCE WITH THE VINEYARD ZONING ORDINANCE.

QUESTAR GAS COMPANY

QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S RIGHT-OF-WAY DEPARTMENTS AT 800-366-6532.

EDGEWATER AT GENEVA OWNERS' ASSOCIATION, INC

Edgewateratgeneva@gmail.com

15 August 2018

Re: TAX ID 47-1324944

To Whom It May Concern:

The HOA Board of the Edgewater community approves TAX ID 47-1324944 to be re-plated from a four plex to four tax ID numbers as to show the property as townhomes.

Sincerely,



Jason Sucher

Registered Agent for Edgewater at Geneva Owner's Association, Inc.



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 08/16/2018

Agenda Item: 8c) UTA License Agreement / Consent Calendar

Department: Public Works

Presenter: Don Overson, Public Works Director

Background/Discussion:

As I have discussed with the Council several times, in the process of design and construction of the Center Street Overpass it is necessary to get a License Agreement with UTA and Union Pacific Railroad. We have worked with UTA to provide this agreement as part of the design requirements.

Fiscal Impact:

The Licensee fees for the Overpass includes:

Flagging fee - \$788.00
<u>Special Inspection fee - \$152.00</u>
Total - \$940.00

Recommendation:

Staff recommends that the City Council directs the Mayor to sign the attached UTA License Agreement.

Sample Motion:

Attachments:

UTA License Agreement

May 29, 2018

Vineyard City
Attn: Don Overson, Engineer
125 South Main Street
Vineyard, Utah 84058

Dear Don,

Enclosed please find two original copies of the License Agreement between Vineyard City (Licensee) and Utah Transit Authority (UTA) for the work to be performed in conjunction with the Grade Separated Crossing Agreement **PW/U/6473/G**. Please review the Agreement and have the appropriate individual sign and return both copies to me along with a copy of Licensee's insurance certificate described in Article XI for final execution by UTA. It is **important** that the railroad exclusion be removed from the policy. Please send this certificate to my attention, for UTA can not execute the agreement until an acceptable insurance certificate is submitted.

Licensee's fees include no one-time real estate usage charge, an upfront flagging fee of **\$788.00**, and special inspection fee of **\$152.00** (these fees are more clearly described in Sections 2.3 and 5.1 of the License Agreement). All fees are payable on or before the date of execution of the agreement. For your convenience, invoice # **713322** is attached listing these fees.

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

Before any work can begin there are a few important issues that must be completed.

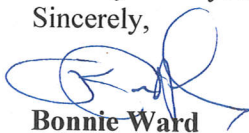
First, we will need to enter into a Contractor Right of Entry Agreement with your contractor. We will need a copy of the contractor's insurance certificate which meets the appropriate UTA insurance requirements. It is **important** that the railroad exclusion be removed from the policy. They will need to detail that this exclusion has been removed on the certificate. Your Contractor will also have to provide UTA with proof of Railroad Protective Liability Insurance. This coverage is detailed out in Exhibit "B". Also, UTA will require a final plan set to be submitted with your contractor's application for Right of Entry.

Safety along the Railroad Right-of-Way is a priority of UTA's. There is a Roadway Workers Safety course that the contractor will be required to take. The details of this class can be found on UTA's website under the Roadway Worker Training tab. All personnel, including surveyors **MUST** be RWP trained.

<http://www.rideuta.com/PropertyManagement>

Thank you for your assistance. If you have any questions, please contact me at (801) 237-1990.

Sincerely,



Bonnie Ward
Property Administrator
bward@rideuta.com

INVOICE

Remit to:

Utah Transit Authority
Attn: Property Management
669 West 200 South
Salt Lake City UT 84101

Date 5/29/2018
Invoice No. 713322
Account ID 1460167
Agreement 6473

Town of Vineyard
125 South Main Street
Vineyard UT 84058

Your Account with us reflects the following amount due.
For more information contact bward@rideuta.com

<u>Invoice Date</u>	<u>Due Date</u>	<u>Ty</u>	<u>Reference</u>	<u>Remarks</u>	<u>Invoice Amount</u>
5/29/2018	5/29/2018	7	713322 001	6473 Prepaid Flag Fee	788.00
5/29/2018	5/29/2018	7	713322 002	6473 Prepaid Special Insp Fee	152.00
Balance Due					940.00

GRADE-SEPARATED CROSSING AGREEMENT
(Bridge Structure)

UTA Contract # PW/U/6473/G
Mile Post: S37.39, UP707.65
Latitude: 40.297465
Longitude: -111.738370
Vineyard, Utah

THIS GRADE-SEPARATED CROSSING AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2018 **(to be dated after the final executing signature by UTA)**, by and between Utah Transit Authority, a large public transit district organized pursuant to the laws of the State of Utah (hereinafter "UTA"), and Vineyard City, a Utah municipality and political subdivision, with a principal address of 125 South Main Street Vineyard, Utah 84058 (hereinafter "Licensee").

RECITALS

WHEREAS, UTA is the owner of a certain railroad corridor known as the Commuter Rail South (the "Right of Way") acquired by UTA for the development and expansion of its public transportation system;

WHEREAS, adjacent to the UTA owned property is railroad corridor owned and operated by the Union Pacific Railroad Company (hereafter "UPRR");

WHEREAS, Licensee intends to construct and maintain a bridge overpass over UTA Right of Way and UPRR railway (the "Grade-Separated Crossing") located at a minimum height of twenty-four feet overhead the surface of the Right of Way which will cross at approximately mile post S37.39 (Latitude 40.297465, Longitude -111.738370) in Vineyard, Utah; and

WHEREAS, Licensee desires a license for the construction, operation and maintenance of the Grade-Separated Crossing.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

ARTICLE I
INCORPORATED TERMS AND DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

1.1 "Construct" and "Construction" mean the initial construction of the Grade-Separated Crossing (or any improvements to the Grade-Separated Crossing) in or otherwise materially affecting the Right of Way, as well as any subsequent reconstruction, relocation, restoration or rehabilitation of the Grade-Separated Crossing (or any improvements to the Grade-Separated Crossing) in or otherwise materially affecting the Right of Way.

1.2 "Emergency Access Manager" means the person or office responsible for controlling emergency Construction and Maintenance access to the Right of Way. The Emergency Access Manager as of the execution of this Agreement is at (801) 287-5455. UTA may change the designated Emergency Access Manager from time to time by delivery of notice in accordance with Article XVI of this Agreement.

1.3 "Freight Operator" means any entity using the Right of Way, or any portion thereof, to provide common carrier freight operations.

1.4 "Governmental Authority" means any federal, state, municipal, local or other division of government, or any agency thereof, having or asserting jurisdiction with respect to any matter related to this Agreement.

1.5 "Grade-Separated Crossing" means the bridge structure connecting Center Street and Mill Road to be built and maintained by Licensee pursuant to this Agreement and located at a minimum height of twenty-four (24) feet overhead the surface of the Right of Way at Mile Post Enter S37.39 (Latitude 40.297465, Longitude -111.738370) on the Commuter Rail South in Vineyard, Utah as described in Exhibit "A". The term "Grade-Separated Crossing" shall also apply to any and all rearrangements, modifications, reconstruction, relocations, removals and extensions or additions concerning the Grade-Separated Crossing that are authorized and approved by UTA pursuant to this Agreement (unless they are the subject of a separate agreement that does not incorporate the terms hereof).

1.6 "Hazardous Materials" mean any materials or substances: (i) which are present in quantities and in forms which require investigation, removal, cleanup, transportation, disposal, response or remedial action (as the terms "response" and "remedial action" are defined in Section 101 of the Comprehensive Environmental Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 (23) and (24)) under any applicable federal, state or local environmental law, regulation, ordinance, rule or bylaw, as such are amended from time to time, whether existing as of the date hereof, previously enforced or subsequently amended (each hereafter an "Environmental Law"); or (ii) which are defined as "hazardous wastes," "hazardous substances," "pollutants" or "contaminants" under any Environmental Law.

1.7 "Losses" mean any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs resulting from: (i) loss of or damage to the property of any Party or Third Person; (ii) death or personal injury to the agents of any Party or to any Third Person; or (iii) the cleanup or other requirements regarding any incident involving Hazardous Materials.

1.8 "Maintain" and "Maintenance" mean the performance of any repair, restoration, rehabilitation, refurbishment, retrofitting, inspection, monitoring, observation, testing, or similar work with respect to the Crossing (or any improvements to the Crossing) in or otherwise materially affecting the Right of Way.

1.9 "Master Interlocal Agreement" means that certain Master Interlocal Agreement Regarding Fixed Guideway Systems Located Within Railroad Corridors, effective February 13, 2004, entered by and among UTA and the various municipalities and counties within which UTA's rights of way are situated.

1.10 "Party" and "Parties" mean UTA or Licensee, and UTA and Licensee, respectively.

1.11 "Third Person" means any individual, corporation or legal entity other than UTA and Licensee.

1.12 "Track Improvements" mean any and all tracks, rails, ties, switches, frogs, end of track barricades or bumpers and other barricades or bumpers, derail devices, tie plates, spikes, wires, fastenings and any other appurtenances related thereto, drainage structures, grading, ballast, subgrade stabilization, crossings, tunnels, bridges, trestles, culverts, structures, facilities, leads, spurs, turnouts, tails, sidings, signals, crossing protection devices, communications systems or facilities, catenary systems and wires, poles and all other operating and non-operating appurtenances located within the Right of Way.

1.13 "UTA System" means any light rail, commuter rail, trolley, guided busway, or similar public transportation system constructed by UTA in the Right of Way as contemplated in the Master Interlocal Agreement.

1.14 "Utility" and "Utilities" mean and include all properties, facilities, utilities, crossings, encroachments, lines and similar appurtenances located within the Right of Way by permissive or prescriptive authority including, but not limited to, pipelines, tubelines, water and gas lines or mains, electrical conduits, ditches and other drainage facilities, wires, fiber optics, communication lines, sewer pipes, overhead wiring and supporting structures and appurtenances, and all similar installations.

1.15 "Work Window" means the time period designated by UTA during which Construction, Maintenance and any other work with respect to the Grade-Separated Crossing within the Right of Way is permissible. UTA may, at any time and at UTA's sole discretion, determine that the Work Window shall not be concurrent with any passenger operations within the Right of Way.

ARTICLE II GRANT OF LICENSE AND REAL ESTATE USAGE CHARGE

2.1 UTA customarily assesses a standard administrative fee reflecting the clerical, administrative and handling expenses incurred in connection with the processing of this Agreement. The standard administrative fee has been waived consistent with the provisions of the Master Interlocal Agreement.

2.2 In consideration of the real estate usage charge to be paid by Licensee, and in further consideration of the covenants and agreements to be kept, observed and performed by Licensee hereunder, UTA hereby grants Licensee a license to Construct, Maintain and operate the Grade-Separated Crossing in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated **December 2, 2016** and approved by UTA Engineer on **April 3, 2018** marked Exhibit "A" (Exhibit "A" is attached hereto and hereby incorporated into and made a part of this Agreement by reference).

2.3 Licensee agrees to pay UTA a one-time real estate usage charge of **\$0.00** payable on or before the date of execution. Licensee also agrees to pay an upfront Flagging cost of **\$788.00** and Special Inspection cost of **\$152.00** (these fees are more clearly described in Section 5.1).

2.4 This license granted by this Agreement is conditioned on the provision that Licensee shall obtain all necessary permission from and comply with all the requirements of the Union Pacific Railroad Company.

ARTICLE III ACCESS TO THE RIGHT OF WAY

3.1 Except in the event of an emergency (as provided in Section 3.2 below), Licensee shall request permission from UTA at least ten (10) days (or such shorter period as may be approved by UTA) prior to performing any Construction or Maintenance in or otherwise materially affecting the Right of Way. Licensee's request to access the Right of Way shall be specific as to the time, date and activities for which

Licensee seeks permission. The request shall also include a summary of the method and manner in which the Construction or Maintenance will be performed. As part of the application process, UTA may require Licensee (and its contractors or other agents seeking access to the Right of Way) to attend any track access coordination meetings, safety training or other instruction as may be deemed necessary by UTA. Once granted, UTA's permission to enter the Right of Way shall be formalized in writing and delivered to Licensee. After permission has been granted, Licensee shall comply with all conditions, instructions and requirements of such permit and with all instructions or directions given by UTA including, if required, daily telephone notification to the applicable rail dispatch center prior to each entry into the Right of Way. All contact with UTA shall be coordinated through the person designated by UTA from time to time as set forth in Article XVI of this Agreement. Provided that Licensee complies with the provisions of this Section, UTA agrees not to unreasonably withhold, condition, or delay its approval of Licensee's request.

3.2 Licensee shall have the right to enter the Right of Way in the event of an emergency to make repairs necessary to protect against imminent and serious injury or damage to persons or property. Licensee shall take all precautions necessary to ensure that such emergency entry does not compromise the safety of any operations conducted in the Right of Way by UTA or Freight Operator. Licensee must notify the Emergency Access Manager of the emergency access and the work being performed prior to entering the Right of Way.

ARTICLE IV CONSTRUCTION AND MAINTENANCE OF THE GRADE-SEPARTED CROSSING

4.1 All Construction and Maintenance with respect to the Grade-Separated Crossing shall be performed to the satisfaction of UTA and in accordance with the conceptual, engineering and/or design plans ("Design Plans") previously approved by UTA and attached hereto as Exhibit "A." All Construction and Maintenance with respect to the Grade-Separated Crossing shall be performed during the designated Work Window. UTA shall have the right, but not the obligation, to observe any and all work performed in or materially affecting the Right of Way in connection with the Grade-Separated Crossing to ensure that such work is performed in accordance with the requirements set forth in this Agreement. In its Construction or Maintenance of the Grade-Separated Crossing, Licensee shall not make any material deviation from the Design Plans without UTA's prior written approval.

4.1.1 With respect to any underground facilities related to the Grade-Separated Crossing, Licensee shall submit to UTA plans setting out the method and manner of handling all work to be performed under the Track Improvements including, without limitation, the shoring and cribbing, if any, required to protect the operations of UTA, the Freight Operator or the owner of any adjacent tracks. Licensee shall not proceed with any such work until Licensee's proposed methods have been approved by UTA. The Crossing shall be placed at the depth designated by UTA and shall not interfere with any Track Improvements.

4.2 Various Utilities exist on, over and under the surface of the Right of Way. Prior to commencing any Construction or Maintenance with respect to the Grade-Separated Crossing, Licensee shall properly investigate and determine the location of all such Utilities. In addition to the required investigation, Licensee shall have all Utilities in the area of the Grade-Separated Crossing "blue-staked" and clearly marked prior to any excavation. Licensee shall make arrangements for the protection of all Utilities and shall commence no excavation, boring or other penetration in the Right of Way until all such protection has been accomplished.

4.3 Fiber optic cable systems may be buried in the Right of Way. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business

interruption and loss of revenue and profits. Licensee shall telephone UNION PACIFIC RAILROAD COMPANY during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried near the location of the Crossing. If so, Licensee will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, make arrangements for relocation or other protection of the fiber optic cable. Licensee shall not commence any work until all such protection and/or relocation (if applicable) have been accomplished. In addition to other indemnity provisions in this Agreement, Licensee shall indemnify, defend and hold the UTA Indemnitees (as defined in Section 8.1 of this Agreement) harmless from and against all Losses arising out of any act or omission of Licensee, its contractors, agents and/or employees, that causes or contributes to: (a) any damage to or destruction of any telecommunications system in the Right of Way; and/or (b) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractors, agents and/or employees in the Right of Way. Licensee shall not have or seek recourse against UTA for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using UTA's property or a customer or user of services of the fiber optic cable on UTA's property.

4.4 Licensee shall be solely responsible for obtaining any property rights, easements, rights of way or other permission from Third Persons (collectively "Third Person Property Rights") as may be necessary to Construct, Maintain or operate the Grade-Separated Crossing including, without limitation, any needed permission from the owner of any adjacent railroad corridor. Licensee shall also be solely responsible for obtaining any necessary franchises, permits or other necessary approvals from Governmental Authorities (collectively "Approvals"). Licensee agrees to pay any and all costs and expenses that may be asserted against UTA relating to such Third Person Property Rights or Approvals, and to assume any and all liability therefor.

4.5 Except as authorized in this Agreement or as may be immediately required for (and only at the actual time of) performance of any Construction or Maintenance contemplated under this Agreement, and then only in full compliance with all clearance standards and other safety requirements, Licensee shall not place, permit to be placed, erect, pile, store, stack, park, suffer or permit any line, building, platform, fence, gate, vehicle, car, pole, or other structure, obstruction, or material of any kind within the Right of Way.

4.6 Licensee shall Construct, Maintain and operate the Grade-Separated Crossing in compliance with all requirements imposed by any Governmental Authority including, without limitation, the requirements of the Federal Railroad Administration, the Occupational Safety and Health Administration and the Utah Department of Transportation. Licensee shall also Construct, Maintain and operate the Grade-Separated Crossing in compliance with all applicable environmental laws. Licensee shall take all suitable precautions to prevent any interference (by induction, leakage of electricity, or otherwise) with the operation of the Track Improvements or any other UTA or Third Person installations or facilities. If the Grade-Separated Crossing for any reason causes interference with the operation of Track Improvements or any other UTA or Third Person installations or facilities, Licensee shall, upon notification by UTA and at Licensee's sole cost and expense, take such action as may be necessary to eliminate the interference including, without limitation, the removal of the Grade-Separated Crossing.

4.7 If, in connection with the performance of any Construction or Maintenance work, Licensee or its Contractor damages any Track Improvements, Utilities, or any other facilities, Licensee shall repair or replace such facilities with the same or similar materials, if available, as reasonably required by the UTA, consistent with applicable Federal and State laws and regulations and to the satisfaction of UTA.

4.8 Upon completion of any Construction or Maintenance relating to the Grade-Separated Crossing, Licensee shall restore the surface of the Right of Way to its prior condition including, but not limited to, replacing any soil that was removed and thoroughly compacting it level with the adjacent surface of the ground and restoring any fences or other property that Licensee disturbed or removed from the Right of Way.

4.9 If a contractor is to perform any Construction or Maintenance contemplated in this Agreement, then the Licensee shall cause its contractor to comply with all applicable provisions of this Agreement. Additionally, Licensee shall require its contractor to execute UTA's form Contractor's Right of Entry Agreement (the "Contractor Agreement"). Any and all contractors used by Licensee in the Construction or Maintenance of the Grade-Separated Crossing are subject to the approval of UTA, which approval shall not be unreasonably withheld, conditioned or delayed.

4.10 If Licensee fails to notify UTA a minimum of ten (10) days before the initial installation of the Grade-Separated Crossing or if Licensee's Contractor fails to obtain a Contractor Agreement Licensee agrees to pay UTA an additional three thousand dollars (\$3,000.00) as a fee for the initial inspection of the Grade-Separated Crossing, together with any other additional fees incurred by UTA to verify that the Grade-Separated Crossing was installed as per the approved plans. Such review and verification could include exposing the line to verify the depth of/height of and materials installed. If the Grade-Separated Crossing was not installed in the approved location, depth/height, and with the approved materials, as described in the approved plans, Licensee agrees to remove the Grade-Separated Crossing and reinstall it according to the approved plans at Licensee's sole cost and expense.

ARTICLE V

CONSTRUCTION OBSERVATION BY UTA – LICENSEE TO BEAR ALL COSTS

5.1 The current cost of flagging is \$788/day for an eight (8)-hour day and \$1,058/day for a twelve (12) - hour day. Flagging is charged in blocks, with a minimum billing of an eight (8) - hour period. The current cost for a special inspector is \$76/hour with a two (2) -hour minimum charge per inspection/inspector. UTA has determined that one (1), eight (8)-hour day for Flagging and one (1), two (2)-hour day for a Special Inspection will be needed for the construction of this Grade-Separated Crossing. Licensee will pre-pay \$940.00 for Flagging and a Special Inspection at or before the execution of this agreement. If after the construction of the Grade-Separated Crossing extra days of Flagging or Special Inspection have been collected, Licensee may submit in writing for a refund from UTA. Submission for refund will need to be submitted to UTA within thirty (30) days of the date of completion of the Grade-Separated Crossing. Refunds will only be issued after confirmation from UTA operations that the flagging and special inspection days were not used.

5.2 In the event that UTA, in its sole discretion, determines that any other inspectors (technical or special), monitors, observers, safety personnel, additional flaggers or other persons are required given the nature of the Construction or Maintenance to be performed, UTA may, at its sole discretion, provide such personnel and Licensee shall, within thirty (30) days, reimburse UTA for the reasonable costs thereby incurred.

ARTICLE VI

LICENSEE TO BEAR ALL COSTS RELATED TO CROSSING

Except as otherwise set forth in the Master Interlocal Agreement, or in Sections 7.2 and Article 8 of this Agreement, Licensee shall be solely responsible for any and all costs incurred with respect to any Construction, Maintenance or other work related to the Grade-Separated Crossing.

ARTICLE VII
SUBORDINATION OF RIGHTS GRANTED

7.1 The grant of license for the Grade-Separated Crossing is made without covenants of title or quiet enjoyment. UTA makes no warranties, either express or implied, regarding the nature, extent or status of its title to the Right of Way or regarding the existence or nonexistence of Third Person rights which may be superior to the license granted pursuant to this Agreement.

7.2 The foregoing grant is also subject to the outstanding superior rights previously conveyed or granted to Third Parties by UTA, or its predecessors in interest, and the right of UTA to renew and extend the same.

ARTICLE VIII
INDEMNITY AND RELEASE

8.1 Licensee agrees to protect, defend, release, indemnify and hold harmless UTA, and any affiliates, successors, contractors, officers, directors, agents and employees of UTA (the "UTA Indemnitees") from and against any and all Losses resulting from: (a) negligence on the part of Licensee, or any employees, principals, contractors or agents of Licensee, in conjunction with any Construction, Maintenance or other work performed by or on behalf of Licensee with respect to the Grade-Separated Crossing; (b) negligence on part of Licensee, or any employees, principals, contractors or agents of Licensee, in the use or operation of the Grade-Separated Crossing; or (c) Licensee's breach of any provision of this Agreement. Notwithstanding the foregoing, Licensee shall not be required to indemnify UTA for, and UTA hereby assumes responsibility for, any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs that are proximately caused by the negligence, recklessness or willful misconduct of UTA with respect to the construction, maintenance or operation of any UTA System.

8.2 Licensee acknowledges that the Right of Way may be subject to prospective purchaser agreements and covenants not to sue that UTA has entered with the Utah Department of Environmental Quality and the United States Environmental Protection Agency. Pursuant to such agreements, UTA is required to characterize any excavated soil that appears to contain (or has the potential to contain) Hazardous Materials and to handle and dispose of any such soil in compliance with applicable state and federal laws. Under these agreements, UTA is not required to excavate any soil except as required for construction related to the installation of a UTA System. Accordingly, any excavation that Licensee performs with respect to the Grade-Separated Crossing exposes UTA to potential environmental liability that would not otherwise be present. As consideration for the rights granted to Licensee hereunder, Licensee agrees to assume all potential liability and responsibility for, and to indemnify and hold UTA harmless with respect to, any Losses related to the characterization and removal of any Hazardous Materials discovered during the performance of any Construction or Maintenance. Licensee agrees to perform any such characterization and removal in full compliance with all applicable state and federal environmental laws. Notwithstanding the foregoing, Licensee shall not be required to indemnify UTA for, and UTA hereby assumes responsibility for, any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs related to any Hazardous Materials discovered as the result of modification or relocation work performed by or on behalf of Licensee in conjunction with the construction, reconstruction, modification or relocation of any UTA System. To the extent that either Party actually causes a release of Hazardous Materials into the Right of Way, such party shall be responsible for the

characterization and removal of such Hazardous Materials and shall indemnify the other Party with respect to all losses resulting therefrom.

8.3 Licensee hereby releases UTA from, and agrees not to seek recourse against UTA with respect to, any claims, damages, fees, expenses or other losses proximately caused by Third Persons including, without limitation, Third Persons having licenses or other interests in the Right of Way.

8.4 The provisions of this Article shall survive the termination of this Agreement.

ARTICLE IX CLAIMS AND LIENS FOR LABOR AND MATERIALS; TAXES

9.1 Licensee shall fully pay for all materials joined or affixed to the Right of Way in connection with the Grade-Separated Crossing, and for all labor performed with respect to the Grade-Separated Crossing. Licensee shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee.

9.2 Licensee shall promptly pay or discharge all taxes, charges and assessments assessed or levied upon, in respect to, or on account of the Grade-Separated Crossing to prevent the same from becoming a charge or lien upon the Right of Way and so that any taxes, charges and assessments levied upon or with respect to such property shall not be increased because of the Grade-Separated Crossing or any improvements, appliances, or fixtures connected therewith.

ARTICLE X TERMINATION

10.1 UTA may terminate this Agreement if: (a) Licensee ceases to use the Grade-Separated Crossing in an active and substantial way for any continuous period of one (1) year; (b) Licensee continues in default with respect to any provision of this Agreement for a period of thirty (30) days after UTA delivers written notice to Licensee identifying the nature of Licensee's breach of this Agreement; provided, however that if the nature of Licensee's breach is such that it cannot be cured within such thirty (30)-day period, Licensee shall not be deemed in default if Licensee commences to cure the breach within thirty (30) days and thereafter diligently continues to remedy the breach; or (c) Licensee removes the Grade-Separated Crossing from the Right of Way.

10.2 Termination of this Agreement for any reason shall not affect any of the rights, obligations or liabilities that have accrued prior to or concurrent with such termination.

ARTICLE XI INSURANCE

11.1 During the life of this Agreement, Licensee shall, at its sole cost and expense, obtain and maintain the insurance described in Exhibit "B" (Exhibit "B" is attached hereto and hereby incorporated into and made a part of this Agreement by reference). Licensee will also provide to UTA a Certificate of Insurance, identifying UTA Contract Number PW/U/6473/G, issued by its insurance carrier confirming the existence of such insurance and indicating that the policy or policies contain the following endorsement:

"Utah Transit Authority is named as an additional insured with respect to all liabilities arising out of the existence, use or any work performed on or associated with the Grade-Separated Crossing Agreement

PW/U/6473/G in the railroad right of way known as the Commuter Rail South at approximately Mile Post S37.39 in Vineyard, Utah County, Utah.”

11.2 Failure to maintain insurance as required shall entitle, but not require UTA to terminate the license granted hereby immediately.

11.3 If Licensee is a public entity subject to any applicable statutory governmental immunity laws, the limits of insurance described in Exhibit “B” shall be the limits the Licensee then has in effect or that are required by applicable current or subsequent law, whichever is greater, a portion of which may be self insured with the consent and approval of UTA. Licensee does not waive any of its rights of entitlements to governmental immunity and limitations on liability to Third Persons under the Utah Governmental Immunity Act.

11.4 Licensee hereby acknowledges that it has reviewed the requirements of Exhibit “B”, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the Grade-Separated Crossing which is the subject of this Agreement.

ARTICLE XII REMOVAL OF CROSSING UPON TERMINATION OF AGREEMENT

Upon termination of this Agreement howsoever, Licensee shall, at Licensee’s sole cost and expense, remove the Grade-Separated Crossing from the Right of Way and shall restore, to the satisfaction of UTA, such portions of the Right of Way to at least as good a condition as such were in at the time that Licensee first entered the Right of Way. If Licensee fails to do the foregoing within a reasonable time, UTA may, at its option, perform such removal and restoration work at the expense of Licensee. Licensee shall reimburse UTA for the costs incurred in any restoration or removal work performed under this Article within thirty (30) days after receipt of the bill therefor. In the event UTA removes the Grade-Separated Crossing pursuant to this Article, UTA shall in no manner be liable to the Licensee for any damage sustained by Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any other right of action, including the recovery of damages, that UTA may have against the Licensee. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE XIII ASSIGNMENT

Licensee may not assign this Agreement, in whole or in part, or any rights herein granted, without UTA’s written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Licensee may assign this Agreement and its rights hereunder as part of a sale to any entity that: (a) is a corporate parent to Licensee; (b) is merged or consolidated with Licensee; or (c) that purchases substantially all of the assets or capital stock of Licensee provided, however, that in any of the above instances such entity seeking an assignment under this Article must, as a condition to such assignment, assume all terms and conditions of this Agreement without limitation.

ARTICLE XIV SUCCESSORS AND ASSIGNS

Subject to the provisions of Article XIII, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, executors, administrators, successors and assigns.

ARTICLE XV SEVERABILITY

This Agreement is executed by the Parties under current interpretation of any and all applicable federal, state, county, municipal, or other local statutes, ordinances, or laws. Furthermore, each and every separate division hereof shall have independent and severable status from each other division, or combination thereof, for the determination of legality, so that if any separate division herein is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, invalid or unenforceable for any reason, that separate division shall be treated as a nullity but such holding or determination shall have no effect upon the validity or enforceability of each and every other division, or other combination thereof.

ARTICLE XVI NOTICES

For purposes of coordinating the physical work of this project, the UTA Designated Contact Persons shall be listed below.

The primary UTA point of contact for UTA Track Access Permits and to request UTA flagging services is Rail Operations Manager, Jason Sisson at (801) 381-9541

Except as specifically provided elsewhere in this Agreement, all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the addresses set forth herein. Addresses for notice may be changed by giving ten (10) days written notice of the change in the manner set forth herein.

If to UTA:

Utah Transit Authority
Attn: Property Management
669 West 200 South
Salt Lake City, UT 84101
PropertyManagement@rideuta.com

With a Copy to:

Utah Transit Authority
Attn: General Counsel
P.O. Box 30810
Salt Lake City, UT 84130-0810

If to Licensee:

Vineyard City
Attn: Julie Fullmer, Mayor
125 South Main Street
Vineyard, Utah 84058

Section 17B-2a-803.1 of the Utah Code changes the name of UTA to Transit District of Utah, but provides that UTA shall implement the change over time and as resources permit. Notwithstanding the timing or manner of this change, the Parties acknowledge that any such name change, or lack thereof, will only pertain to UTA's name, and will not affect the duties and obligations of the Parties set forth in this Agreement or otherwise.

ARTICLE XVII NO IMPLIED WAIVER

The waiver by UTA of the breach by Licensee of any condition, covenant or agreement herein contained shall not impair any future ability of UTA to avail itself of any remedy or right set forth in this

Agreement. Neither the right of supervision by UTA, nor the exercise or failure to exercise such right, nor the approval or failure to disapprove, nor the election by UTA to repair or reconstruct all or any part, of the work contemplated by this Agreement shall be deemed a waiver of any of the obligations of Licensee contained or set forth in this Agreement.

**ARTICLE XVIII
ENTIRE AGREEMENT - COUNTERPARTS**

This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by the authorized representatives of each Party. This Agreement may be executed in any number of counterparts and by each of the Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

**ARTICLE XIX
FORUM SELECTION AND CHOICE OF LAW**

This Agreement shall be construed and interpreted under the laws of the State of Utah and the parties agree that any action or proceeding brought concerning this Agreement may be brought only in the courts of Salt Lake County, Utah, and each party hereto hereby consents to the jurisdiction of such courts.

**ARTICLE XX
SPECIAL PROVISIONS**

Special provisions, if any, are included in the attached Exhibit "C" (Exhibit "C" is attached hereto and hereby incorporated into and made a part of this Agreement by reference).

[Section Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate as of the date first herein written.

Reviewed and Approved as to Form for UTA

UTA Engineering

UTA Legal

UTAH TRANSIT AUTHORITY

By: _____
Paul Drake
Senior Manager Real Estate & TOD

By: _____
Shelley Nielson
Interim Manager, Property Administration

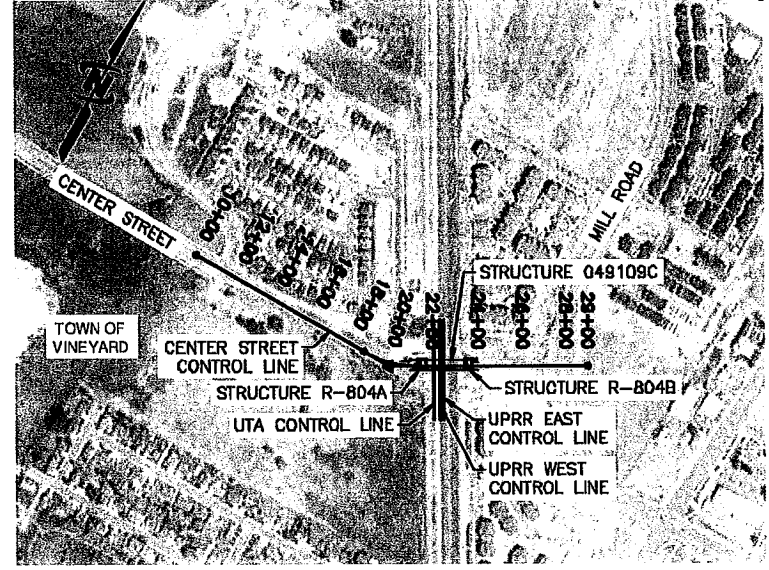
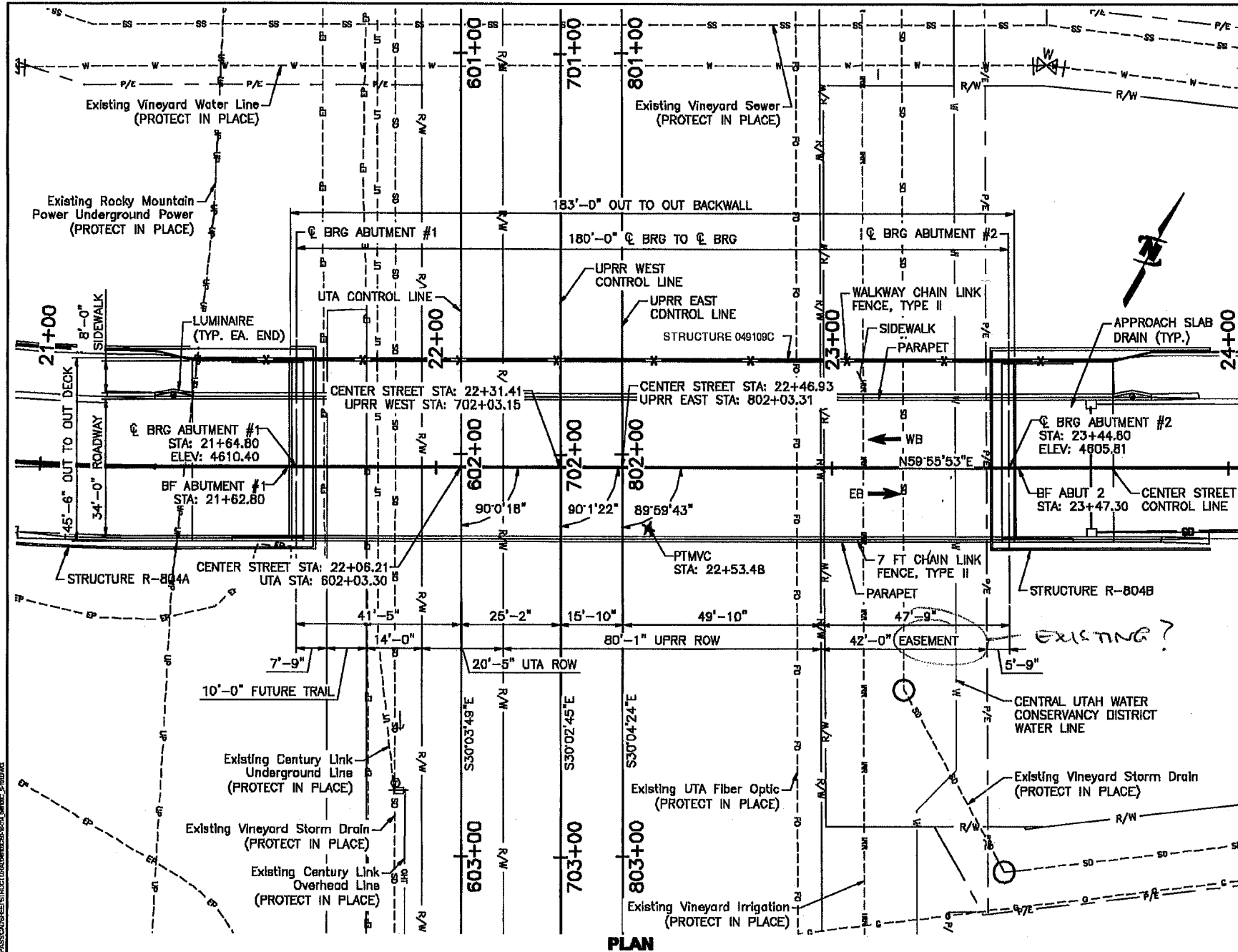
By: _____
Bonnie Ward
Property Administrator

LICENSEE – VINEYARD CITY

By: _____
Julie Fullmer
Mayor

EXHIBIT "A"
DESIGN PLANS

[Insert engineering drawings]



LOCATION PLAN

GENERAL NOTES

SEE "SITUATION AND LAYOUT 2 OF 2" FOR THE GENERAL NOTES.

DESIGN DATA

HL-93 LOADING IN ACCORDANCE WITH AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 7TH EDITION 2015 INCLUDING INTERIMS THROUGH 2016 AND THE UDOT STRUCTURES DESIGN AND DETAILING MANUAL, 2013. SEISMIC DESIGN IN ACCORDANCE WITH AASHTO GUIDE SPECIFICATIONS FOR LRFD SEISMIC BRIDGE DESIGN, 2ND EDITION 2010 WITH INTERIM REVISIONS. LOAD RATING IN ACCORDANCE WITH THE MANUAL FOR BRIDGE EVALUATION, 2ND EDITION, WITH INTERIMS AND THE UDOT BRIDGE MANAGEMENT MANUAL, 2013.

CAST-IN-PLACE CONCRETE: $f'_c = 4.0$ ksi $n = 8$ CLASS AA(AE) $f_y(\text{REINF}) = 60$ ksi
STRUCTURAL STEEL: $F_y = 50$ ksi (GRADE 50W)
 $F_y = 36$ ksi (GRADE 36) ANGLES, CHANNELS (WHERE NOTED)

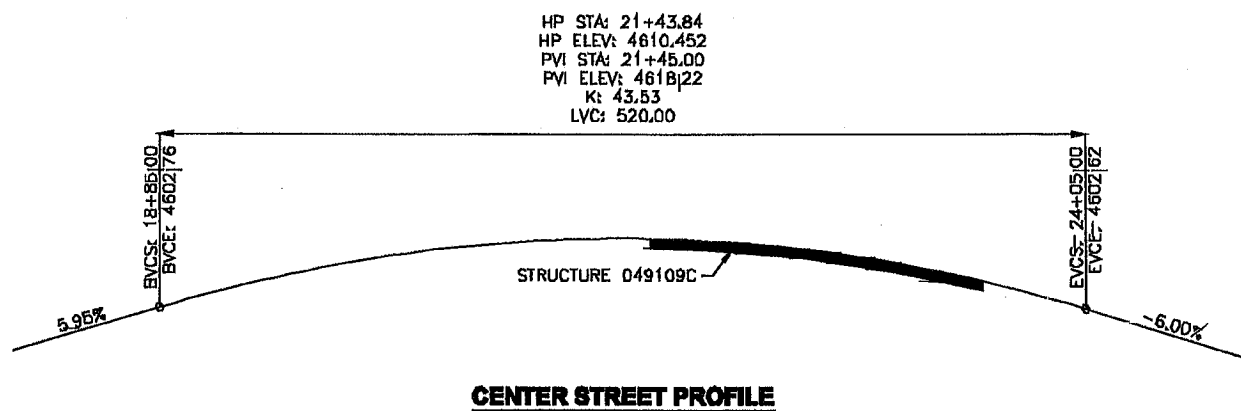
SACRIFICIAL WEARING SURFACE: $\frac{1}{2}$ " CONCRETE
FUTURE WEARING SURFACE: 40 PSF
DESIGN SPEED: 30 MPH

SEISMIC: 7% PROBABILITY OF EXCEEDANCE IN A 75 YR DESIGN EVENT
 $PGA = 0.291g$ $S_s = 0.683g$ $S_1 = 0.248g$
 $A_s = 0.355g$ $SD_s = 0.858g$ $SD_1 = 0.472g$
SITE CLASS D, SEISMIC DESIGN CATEGORY C
BRIDGE CLASSIFICATION - CRITICAL

Table with 2 columns: Sheet Number, Sheet Title. Rows S-101 to S-120.

Table with 2 columns: Sheet Number, Sheet Title. Rows S-121 to S-134.

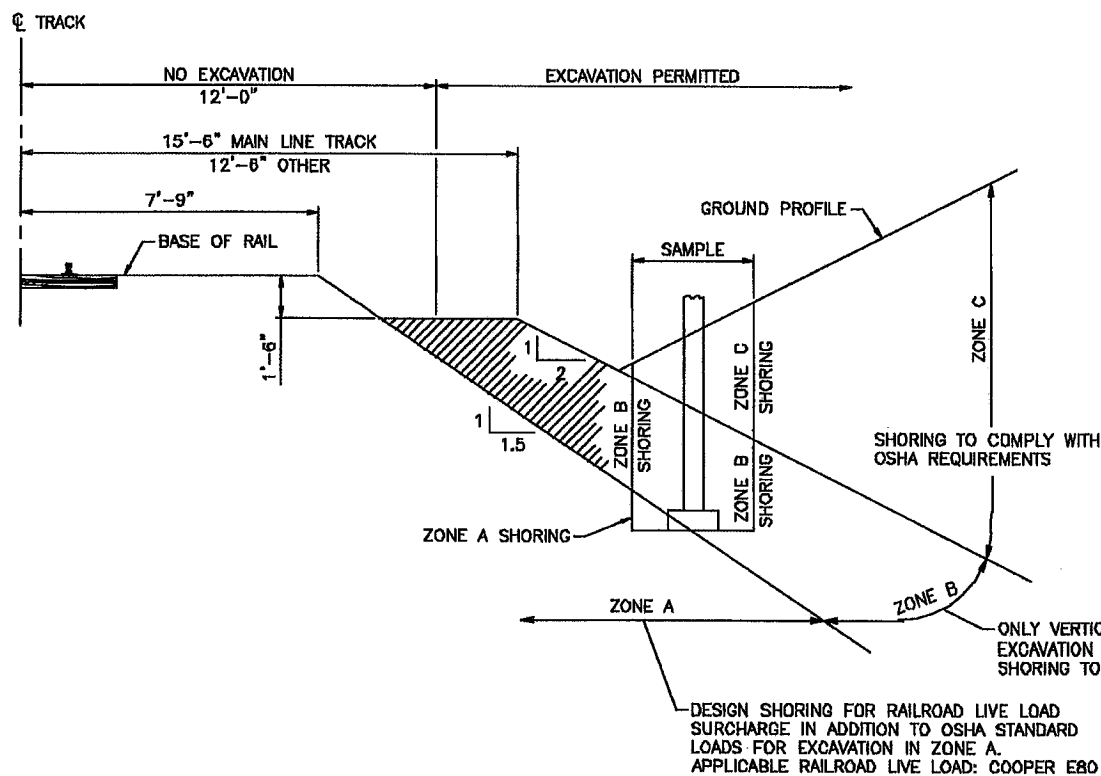
JUB ENGINEERS, INC. PRELIMINARY PLANS NOT FOR CONSTRUCTION. CENTER STREET OVERPASS THE TOWN OF VINEYARD. S-101



1. USE COATED DEFORMED CARBON STEEL BARS CONFORMING TO AASHTO M111 OR ASTM A775 AND AASHTO M31 GRADE 60, RESPECTIVELY.
2. USE STRUCTURAL STEEL CONFORMING TO AASHTO M270 GRADE 50W EXCEPT WHERE NOTED OTHERWISE.
3. CHAMFER ALL EXPOSED CONCRETE CORNERS 3/4 INCH EXCEPT WHERE NOTED OTHERWISE.
4. PROVIDE 2 INCH MINIMUM CONCRETE COVER TO REINFORCING STEEL EXCEPT WHERE NOTED OTHERWISE.
5. USE CLASS AA(AE) CAST-IN-PLACE CONCRETE EXCEPT WHERE NOTED OTHERWISE.
6. VERIFY UTILITY LOCATIONS BEFORE CONSTRUCTION. ADDITIONAL UTILITIES MAY BE PRESENT WITHIN RAILROAD RIGHT-OF-WAY. PROTECT EXISTING UTILITIES IN PLACE UNLESS NOTED OTHERWISE.
7. COAT OR GALVANIZE ALL MISCELLANEOUS STEEL PLACED IN STRUCTURAL CONCRETE, UNLESS NOTED OTHERWISE.
8. DO NOT SCALE DRAWINGS. HORIZONTAL DIMENSIONS ARE PLAN. VERTICAL DIMENSIONS ARE PLUMB.

BRIDGE DESIGN LOAD RATING		
	HL-93	
	RATING	LOCATION
INV.		
OPER.		

Mr AT $X^i-XX^n = X$ K-FT
Vr AT $X^i-XX^n = X$ KIPS



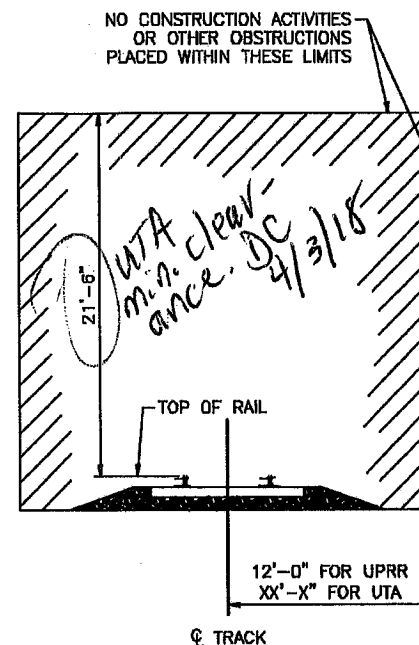
GENERAL EXCAVATION ZONES

FOR THE FOLLOWING INFORMATION PLEASE REFER TO THE SITUATION & LAYOUT AND UTILITIES SHEETS. THE PLAN AND ELEVATION DRAWINGS MUST SHOW ALL REQUIRED INFORMATION PER UPRR GRADE SEPARATION PROJECTS. (PLAN NO. 711100 SHEET 2)

- CENTERLINE OF THE BRIDGE AND/OR CENTERLINE OF PROJECT.
- TRACK LAYOUT AND LIMITS OF RAILROAD RIGHT-OF-WAY WITH RESPECT TO CENTERLINE OF MAIN LINES.
- FUTURE TRACKS, ACCESS ROADWAYS AND EXISTING TRACKS AS MAIN LINE, SIDING, SPUR, ETC.
- POINT OF MINIMUM VERTICAL CLEARANCE AND DISTANCE, MEASURED PERPENDICULAR, FROM THE CENTERLINE OF NEAREST TRACK.
- HORIZONTAL CLEARANCE AT RIGHT ANGLE FROM CENTERLINE OF NEAREST EXISTING OR FUTURE TRACK TO THE FACE OF OBSTRUCTION SUCH AS SUBSTRUCTURE ABOVE GRADE.
- HORIZONTAL CLEARANCE AT RIGHT ANGLE FROM CENTERLINE OF NEAREST EXISTING OR FUTURE TRACK TO THE FACE OF NEAREST FOUNDATION BELOW GRADE.
- HORIZONTAL SPACING AT RIGHT ANGLE BETWEEN CENTERLINES OF EXISTING AND/OR FUTURE TRACKS.
- LIMITS OF SHORING AND MINIMUM DISTANCE AT RIGHT ANGLE FROM CENTERLINE OF NEAREST TRACK.
- ALL EXISTING FACILITIES AND UTILITIES AND THEIR PROPOSED RELOCATION, IF REQUIRED.
- TOE OF SLOPE AND/OR LIMIT OF RETAINING WALL.
- EXISTING AND PROPOSED CONTOURS.
- RAILROAD MILEPOST AND DIRECTION OF INCREASING MILEPOST.
- DIRECTION OF FLOW FOR ALL DRAINAGE SYSTEMS WITHIN PROJECT LIMITS.
- LIMITS OF BARRIER RAIL AND FENCE WITH RESPECT TO CENTERLINE OF TRACK.
- CONTROLLING DIMENSIONS OF DRAINAGE DITCHES AND/OR DRAINAGE STRUCTURES.
- TOP OF RAIL ELEVATIONS FOR ALL TRACKS.
- MINIMUM PERMANENT VERTICAL CLEARANCE ABOVE TOP OF HIGH RAIL TO THE LOWEST POINT UNDER THE BRIDGE.
- EXISTING AND PROPOSED GROUND LINE AND ROADWAY PROFILE.
- TYPE OF SLOPE PAVING.
- LOCATION OF APPROACH SLAB DRAINS.
- TOTAL WIDTH OF SUPERSTRUCTURE.
- WIDTH OF SHOULDER AND/OR SIDEWALK.

SHORING NOTES

- ALL DIMENSIONS ARE MEASURED PERPENDICULAR TO TRACK.
- PRIOR TO COMMENCING ANY WORK, THE CONTRACTOR TO SUBMIT FOR APPROVAL BY THE RAILROAD DETAILED PLANS INDICATING THE NATURE AND EXTENT OF THE TRACK PROTECTION SHORING PROPOSED. THE CONTRACTOR TO INSTALL THE TEMPORARY SHORING SYSTEM PER THE APPROVED PLANS. DESIGN OF THE TEMPORARY SHORING SYSTEM TO COMPLY WITH UPRR GUIDELINES FOR TEMPORARY SHORING.
- FOR EXCAVATIONS WHICH ENROACH INTO ZONE A OR B, SHORING PLANS MUST BE ACCOMPANIED BY DESIGN CALCULATIONS. PLANS AND CALCULATIONS MUST BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF UTAH.



MINIMUM CONSTRUCTION CLEARANCE ENVELOPE
NORMAL TO RAILROAD

RAILROAD GENERAL NOTES

- RAILROAD REVIEW AND APPROVAL OF SHORING, ERECTION, DEMOLITION, AND FALSEWORK IS REQUIRED. FOR RAILROAD COORDINATION, SEE PROJECT SPECIFICATIONS AND/OR SPECIAL PROVISIONS.
- THE PROPOSED GRADE SEPARATION PROJECT WILL NOT INCREASE THE QUANTITY AND/OR CHARACTERISTICS OF THE FLOW IN THE RAILROAD'S DITCHES AND/OR DRAINAGE STRUCTURES.
- VERIFY THE ELEVATION OF THE EXISTING TOP OF RAIL PROFILE BEFORE BEGINNING CONSTRUCTION. BRING ALL DISCREPANCIES TO THE ATTENTION OF THE RAILROAD, ENGINEER AND UDOT BEFORE CONSTRUCTION.
- THE CONTRACTOR MUST SUBMIT A PROPOSED METHOD OF EROSION AND SEDIMENT CONTROL AND HAVE THE METHOD APPROVED BY THE RAILROAD PRIOR TO BEGINNING ANY GRADING ON THE PROJECT SITE.
- DESIGN AND CONSTRUCT ALL SHORING SYSTEMS THAT IMPACT THE RAILROAD'S OPERATIONS AND/OR SUPPORTS THE RAILROAD'S EMBANKMENT PER CURRENT RAILROAD GUIDELINES FOR TEMPORARY SHORING.
- COMPLY WITH THE RAILROAD'S DEMOLITION REQUIREMENTS FOR ALL DEMOLITIONS WITHIN THE RAILROAD'S RIGHT-OF-WAY AND/OR DEMOLITION THAT MAY IMPACT THE RAILROAD'S TRACKS OR OPERATIONS.
- DESIGN ERECTION PROCEDURES OVER THE RAILROAD'S RIGHT-OF-WAY TO CAUSE NO INTERRUPTION TO THE RAILROAD'S OPERATION, ENABLING THE TRACK(S) TO REMAIN OPEN TO TRAFFIC PER THE RAILROAD'S REQUIREMENTS.
- DESIGN ALL CONSTRUCTION PHASING THAT MAY IMPACT THE RAILROAD OPERATIONS TO CAUSE NO INTERRUPTION TO THE RAILROAD'S OPERATION, ENABLING THE TRACK(S) TO REMAIN OPEN TO TRAFFIC PER THE RAILROAD'S REQUIREMENTS.
- TEMPORARY CONSTRUCTION CLEARANCES, INCLUDING FALSEWORK CLEARANCES, TO COMPLY WITH MINIMUM CONSTRUCTION CLEARANCE ENVELOPE DETAIL.
- VERIFY ALL PERMANENT CLEARANCES BEFORE PROJECT CLOSING.
- NO WORK MAY BE PERFORMED WITHIN 50 FEET OF THE TRACK CENTERLINE WHEN A TRAIN PASSES THE SITE. ALL PERSONNEL MUST CLEAR THE AREA WITHIN 25 FEET OF THE TRACK AND ALL EQUIPMENT MUST BE SECURED WHEN A TRAIN PASSES THE SITE.



J-U-B ENGINEERS, INC.
240 W. Center St.
Suite 200
Orem, UT 84057
Phone: 801.226.0383
Fax: 801.226.0394
www.jub.com

PRELIMINARY
PLANS

NOT FOR
CONSTRUCTION

THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN ARE THE PROPERTY OF JUB ENGINEERS, INC. AND IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN AUTHORIZATION OF JUB ENGINEERS, INC.

CENTER STREET OVERPASS
THE TOWN OF VINEYARD

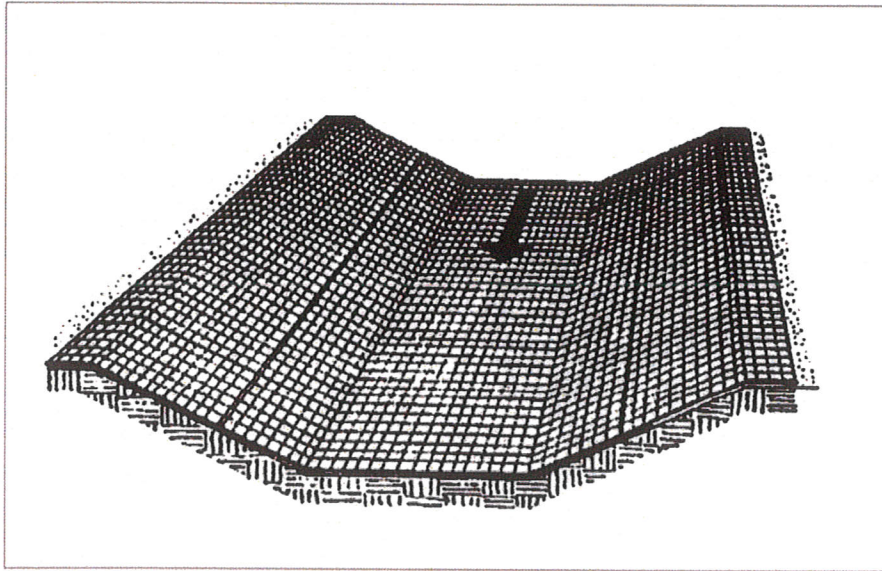
STRUCTURE 049109C
RAILROAD NOTES AND REQUIREMENTS

FILE: 50-18-014 04109C R-01
JUB PROJ. 50-18-014
DRAWN BY: JPL
DESIGN BY: AWB
CHECKED BY: BRN
ONE INCH
AT FULL SIZE, PHOTOGRAPHIC SCALE ACCORDINGLY
LAST UPDATED: 11/28/2016
SHEET NUMBER:

S-103

BMP: Erosion Control Blankets

ECB
Construction



DESCRIPTION:

Erosion control blankets are used in place of mulch on areas of high velocity runoff and/or steep grade, to aid in controlling erosion on critical areas by protecting young vegetation.

APPLICATIONS:

- ◆ Where vegetation is likely to grow too slowly to provide adequate cover.
- ◆ In areas subject to high winds where mulch would not be effective.

INSTALLATION/APPLICATION CRITERIA:

- ◆ Install erosion control blankets parallel to the direction of the slope.
- ◆ In ditches, apply in direction of the flow.
- ◆ Place erosion control blankets loosely on soil - do not stretch.
- ◆ Ends of blankets should be buried no less than six inches deep.
- ◆ Staple the edges of the blanket at least every three feet.

LIMITATIONS:

Not recommended in areas which are still under construction.

MAINTENANCE:

- ◆ Check for erosion and undermining periodically, particularly after rainstorms.
- ◆ Repair dislocations or failures immediately.
- ◆ If washouts occur, reinstall after repairing slope damage.
- ◆ Monitor until permanently stabilized.

ADAPTED FROM SALT LAKE COUNTY BMP FACT SHEET.

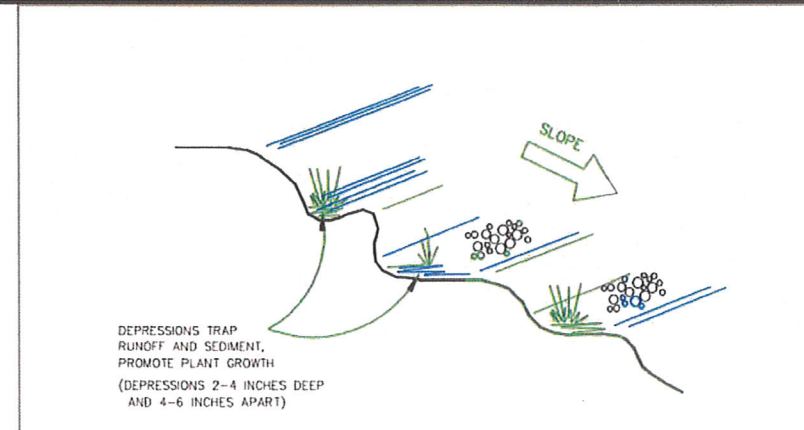
A1

EROSION CONTROL BLANKET

SCALE: N.T.S.

BMP: Surface Roughening

SR
Construction



DESCRIPTION:

Rough preparation of working areas leaving depressions and uneven surface. Depressions should be done parallel to contours.

APPLICATION:

Surface roughening is appropriate for all construction that will not be receiving impervious cover within 14 days and that will be exposed less than 60 days (seed areas to be open in excess of 60 days).

INSTALLATION/APPLICATION CRITERIA:

- ◆ Surface should be left in rough condition during initial earthwork activity.
- ◆ Surfaces that have become smoothed or compacted due to equipment traffic should be roughened by use of disks, spring harrows, teeth on front end loader, or similar, operating along the contours of the slope. Tracking (by crawler tractor driving up and down slope) may also be used to provide depressions parallel to contours.
- ◆ Avoid compaction of soils during roughening as this inhibits plant growth and promotes storm water runoff. Limit tracked machinery to sandy soil.
- ◆ Seed or mulch areas to be exposed in excess of 60 days.
- ◆ Employ dust controls.

LIMITATIONS:

- ◆ Will not withstand heavy rainfall.
- ◆ Slopes steeper than 2:1 (50%) should be benched.

MAINTENANCE:

- ◆ Inspect following any storm event and at a minimum of weekly.
- ◆ If erosion in the form of rills (small waterways formed by runoff) is evident, perform machine roughening of area.
- ◆ For vegetated slopes reseed areas that are bare or have been reworked.

ADAPTED FROM SALT LAKE COUNTY BMP FACT SHEET.

A2

SLOPE ROUGHENING

SCALE: N.T.S.



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
240 W. Center St.
Suite 200
Orem, UT 84057
Phone: 801.226.0393
Fax: 801.226.0394
www.jub.com

PRELIMINARY
PLANS

NOT FOR
CONSTRUCTION

THE DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN ARE THE PROPERTY OF JUB ENGINEERS, INC. AND ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF JUB ENGINEERS, INC.

CENTER STREET OVERPASS
THE TOWN OF VINEYARD

DETAILS

FILE: 10-10-214 C-501X DETAILS
JUB PROJ# 10-10-214
DRAWN BY: JTB/AM
DESIGNED BY: CRW/TB
CHECKED BY: TWT/JCF

ONE INCH
AT FULL SIZE, FIVE INCHES
INCH SCALE ACCORDINGLY

LAST UPDATED: 12/20/16

SHEET NUMBER:

C-506

EXHIBIT "B"
INSURANCE REQUIREMENTS

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. **Commercial General Liability Insurance:** Policy providing coverage for death, personal injury and property damage with a combined single limit of at least \$2,000,000 each occurrence or claim and an aggregate limit of at least \$4,000,000. The policy shall contain broad form contractual liability insurance covering the indemnity obligations assumed by Licensee in the Agreement. Exclusions for railroads (except where the Crossing is in all places more than fifty (50) feet from any railroad tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed. Coverage provided on a "claims made" form shall provide for at least a two-year extended reporting and discovery period if (a) the coverage changes from a claims made form to an occurrence form, (b) there is a lapse/cancellation of coverage, or (c) the succeeding claims made policy retroactive date is different for the expiring policy.
 - a. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Utah Transit Authority Property" as the Designated Job Site.
- B. **Automobile Liability Insurance:** Policy providing bodily injury, property damage and uninsured vehicles coverage with a combined single limit of at least \$2,000,000 each occurrence or claim. This insurance shall cover all motor vehicles including hired and non-owned, and mobile equipment if excluded from coverage under the commercial general liability insurance.
- C. **Worker's Compensation and Employer's Liability Insurance:** Policy covering Licensee's statutory liability under the laws of the State of Utah. If Licensee is self-insured, evidence of State approval must be provided.
- D. **Railroad Protective Liability Insurance (RRPLI):** During construction and maintenance within fifty (50) feet of an active railroad track, including but not limited to installation, repair or removal of facilities, equipment, services or materials, the Licensee and/or Licensee's Contractor must maintain "Railroad Protective Liability" insurance on behalf of UTA only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.
 - a. If the Licensee and/or Licensee's Contractor is not enrolling for this coverage under UTA's blanket RRPLI program, the policy provided must have the definition of "JOB LOCATION" AND "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement.
- E. **Umbrella or Excess Insurance:** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

F. Other Insurance Provisions:

- a. Licensee and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Licensee's insurance shall be primary with respect to any insurance carried by UTA. Licensee will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.
- b. The required insurance policy(ies) shall be written by a reputable insurance company with a current AM Best's Insurance Guide Rate of A better, or as may otherwise be acceptable to UTA. Such insurance company shall be authorized to transact business in the State of Utah.
- c. The fact that insurance is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by UTA shall not be limited by the amount of the required insurance coverage.

**SUBMITTING REQUESTS FOR
RAILROAD PROTECTIVE LIABILITY INSURANCE**
(\$2,000,000 per occurrence/ \$6,000,000 aggregate)

Application forms for inclusion in Utah Transit Authority's Blanket Railroad Protective Liability Insurance Policy may be obtained from a Property Administrator.

If you have questions regarding railroad protective insurance (i.e. premium quotes, application) please contact David Pitcher at:

Phone: (801) 287-2371
Email: dcpitcher@rideuta.com

Send Checks and Applications to the following address:

Utah Transit Authority
Attn: David Pitcher
P.O. Box 30810
Salt Lake City, UT 84130-0810

Or hand deliver to 669 West 200 South Salt Lake City, UT 84101

EXHIBIT "C"
SPECIAL PROVISIONS

1. Enacted in 2018, Section 17B-2a-803.1 of the Utah Code changes the name of UTA to Transit District of Utah, but provides that UTA shall implement the change over time and as resources permit. Notwithstanding the timing or manner of this change, the Parties acknowledge that any such name change, or lack thereof, will only pertain to UTA's name, and will not affect the duties and obligations of the Parties set forth in this Agreement or otherwise.
2. Licensee or Licensee's contractor must first obtain a FrontRunner Track Access Permit from UTA before any access will be allowed on UTA property. The current contact person for obtaining a FrontRunner Track Access Permit is Jason Sisson at (801) 381-9541, or such other contact as shall be identified on UTA's website location noted below.

A copy of the permit that will need to be filled out and submitted can be found on UTA's website, under the Track Access Permit tab. <http://www.rideuta.com/PropertyManagement>

3. Note: Access Permits will not be issued without first having an executed Contractor's Right of Entry Agreement, UTA having received proof of insurance as provided in the Right of Entry Agreement, and verification that the Contractor and all of the Contractor's Employees have gone through UTA's Roadway Worker Training, if applicable. Licensee MUST submit final plans to UTA for final approve prior to commencing the project.



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 8/20/2018

Agenda Item: 8d) Purchasing Consent

Department: Admin

Presenter: Jacob McHargue

Background/Discussion:

We would like to purchase a new truck for the Building Department. In the past we have purchased used vehicles. In working with the state purchasing contract we have secured some very competitive pricing on new vehicles, we believe that we will be able to purchase these vehicles new, drive them for a few years, and then sell them at a break even to fund the purchase of the replacement vehicle. This will be our first test of that model. We plan to keep it for a year and then replace it a year from now.

Fiscal Impact:

The cost of this new vehicle is \$27,658

Recommendation:

It is staff's recommendation that the Council approve the purchasing request for this new truck.

Sample Motion:

I make a motion to approve the consent items as presented by staff

Attachments: Bid Document

#1

SALT LAKE VALLEY CHRYSLER DODGE JEE
2309 S STATE ST
SALT LAKE CITY, UT 841152725

Priced Order Confirmation (POC)

Date Printed: 2018-08-06 6:04 PM VIN: 1C6RR7FG2JS269947 Quantity: 01
Estimated Ship Date: 2018-04-09 1:00 AM VON: 40986918 Status: KZ - Released by plant and
invoiced
Date Ordered: 2018-01-26 2:52 PM Ordered By:

Sold to: SALT LAKE VALLEY CHRYSLER DODGE JEEP Ship to: SALT LAKE VALLEY CHRYSLER DODGE JEEP RAM (60600)
RAM (60600) 2309 S STATE ST
SALT LAKE CITY, UT 841152725 SALT LAKE CITY, UT 841152725

Vehicle: 2018 1500 ST QUAD CAB 4X4 (140 in WB 6 FT 4 IN box) (DS6L41)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	DS6L41	1500 ST QUAD CAB 4X4 (140 in WB 6 FT 4 IN box)	34,495	32,981
Package:	22J	Customer Preferred Package 22J	2,200	1,980
	ERB	3.6L V6 24V VVT Engine	0	0
	DFL	8-Spd Auto 845RE Trans (Make)	0	0
Paint/Seat/Trim:	PS2	Bright Silver Metallic Clear Coat	0	0
	APA	Monotone Paint	0	0
	*V9	Cloth 40/20/40 Bench Seat	0	0
	-X8	Black/Diesel Gray	0	0
Options:	YEP	Manuf Statement of Origin	0	0
	XHC	Trailer Brake Control	295	268
	XF9	Add Class IV Receiver Hitch	345	314
	RA2	Uconnect 3 with 5" Display	695	632
	NAS	50 State Emissions	0	0
	DSA	Anti-Spin Differential Rear Axle	435	396
	DMD	3.55 Rear Axle Ratio	95	86
	AJY	Popular Equipment Group	695	632
	YGE	5 Additional Gallons of Gas	0	13
	XKN	Flex Fuel Vehicle	0	0
	5N6	Easy Order	0	0
	4EX	Sales Tracking	0	0
Destination Fees:			1,645	1,645

HB: 1,178 Total Price: 40,900 38,947
FFP: 38,633
EP: 37,200

Order Type: Retail PSP Month/Week:
Scheduling Priority: 4-Dealer Order Build Priority: 99
Customer Name:
Customer Address:

Instructions:

Vineyard Utah Price \$27,658
Total Price includes Ex Plates
if desired

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

SALT LAKE VALLEY CHRYSLER DODGE JEE
2309 S STATE ST
SALT LAKE CITY, UT 841152725

Priced Order Confirmation (POC)

#2

Date Printed: 2018-08-06 6:30 PM VIN: 1C6RR7FG4JS270596 Quantity: 01
Estimated Ship Date: 2018-04-03 1:00 AM VON: 40991649 Status: KZ - Released by plant and
invoiced
Date Ordered: 2018-01-29 11:57 AM Ordered By:

Sold to: SALT LAKE VALLEY CHRYSLER DODGE JEEP Ship to: SALT LAKE VALLEY CHRYSLER DODGE JEEP RAM (60600)
RAM (60600) 2309 S STATE ST
SALT LAKE CITY, UT 841152725 SALT LAKE CITY, UT 841152725

Vehicle: 2018 1500 ST QUAD CAB 4X4 (140 in WB 6 FT 4 IN box) (DS6L41)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	DS6L41	1500 ST QUAD CAB 4X4 (140 in WB 6 FT 4 IN box)	34,495	32,981
Package:	22J	Customer Preferred Package 22J	2,200	1,980
	ERB	3.6L V6 24V VVT Engine	0	0
	DFL	8-Spd Auto 845RE Trans (Make)	0	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0	0
	APA	Monotone Paint	0	0
	*V9	Cloth 40/20/40 Bench Seat	0	0
	-X8	Black/Diesel Gray	0	0
Options:	YEP	Manuf Statement of Origin	0	0
	XN8	Add Spray in Bedliner	495	450
	XF9	Add Class IV Receiver Hitch	345	314
	RA2	Uconnect 3 with 5" Display	695	632
	NAS	50 State Emissions	0	0
	DSA	Anti-Spin Differential Rear Axle	435	396
	DMD	3.55 Rear Axle Ratio	95	86
	AJY	Popular Equipment Group	695	632
	YGE	5 Additional Gallons of Gas	0	14
	XKN	Flex Fuel Vehicle	0	0
	5N6	Easy Order	0	0
	4EX	Sales Tracking	0	0
Special Equipment:	99509B		0	0
	99509A		0	0
Destination Fees:			1,645	1,645

HB: 1,184 Total Price: 41,100 39,130
FFP: 38,814
EP: 37,374

Order Type: Retail PSP Month/Week:
Scheduling Priority: 4-Dealer Order Build Priority: 99
Customer Name:
Customer Address:

Instructions:

Vineyard Utah Price \$ 27,870
Total Price Includes EX Plates if desired

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

#3

SALT LAKE VALLEY CHRYSLER DODGE JEE
2309 S STATE ST
SALT LAKE CITY, UT 841152725

Priced Order Confirmation (POC)

Date Printed: 2018-08-06 6:05 PM VIN: 3C6UR5HJ9JG349681 Quantity: 01
Estimated Ship Date: VON: 42174914 Status: D - Firm schedule:serial number is assigned
Date Ordered: 2018-07-12 7:49 PM Ordered By: S17483I

Sold to: SALT LAKE VALLEY CHRYSLER DODGE JEEP
RAM (60600)
2309 S STATE ST
SALT LAKE CITY, UT 841152725
Ship to: SALT LAKE VALLEY CHRYSLER DODGE JEEP RAM (60600)
2309 S STATE ST
SALT LAKE CITY, UT 841152725

Vehicle: 2018 2500 TRADESMAN CREW CAB 4X4 (169 in WB 8FT 0 IN box) (DJ7L92)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	DJ7L92	2500 TRADESMAN CREW CAB 4X4 (169 in WB 8FT 0 IN box)	39,245	36,933
Package:	22A	Customer Preferred Package 22A	0	0
	ESA	6.4L Heavy Duty V8 HEMI with MDS	500	455
	DFP	6-Spd Automatic 66RFE Transmission	0	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0	0
	APA	Monotone Paint	0	0
	*V9	Cloth 40/20/40 Bench Seat	0	0
	-X8	Black/Diesel Gray	0	0
Options:	NAS	50 State Emissions	0	0
	GPG	Power Black Trailer Tow Mirrors	195	177
	DSA	Anti-Spin Differential Rear Axle	445	405
	DK3	Elec Shift-On-The-Fly Transfer Case	295	268
	AJY	Popular Equipment Group	695	632
	AED	Chrome Appearance Group	895	814
	XHC	Trailer Brake Control	295	268
	RA2	Uconnect 3 with 5" Display	795	723
	YG2	5.2 Additional Gallons of Gas	0	16
	5N6	Easy Order	0	0
	4EX	Sales Tracking	0	0
Destination Fees:			1,695	1,695

HB: 1,301 Total Price: 45,055 42,386
FFP: 42,037
EP: 40,467

Order Type: Retail
Scheduling Priority: 4-Dealer Order
Customer Name:
Customer Address:
PSP Month/Week: 99
Build Priority:

\$33,556

Instructions:

Vineyard UTAH Price
Total price includes EXPlates if
Desired

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



VINEYARD CITY COUNCIL STAFF REPORT

Date: July 31, 2018
Agenda Item: 9.1 Draft Title 11 Building Standards
From: Patricia Abdullah
Department: Building
Subject: Modification of Title 11 Building Standards

Background/Discussion:

Title 11 of the Municipal Code was last amended on June 10, 2015 through ordinance 2015-08. Since 2015 the City of Vineyard has developed and grown and the Building Department has analyzed areas where Title 11 'Building Standards' should be amended to reflect the changes within the Vineyard Building Department. The code amendments proposed are administrative in nature and are proposed primarily to clarify the current methods of the Vineyard Building Department and retire any out-of-date methods.

Modifications proposed to Title 11 include:

- 11.02 General Provisions – Proposed language amendments to Section 11.02 to clarify the permitting and application requirements for Vineyard.
- 11.04 Building Official – Proposed language amendments to Section 11.04 to update duties of the Building Official and to appoint powers for designees of the Building Officials.
- 11.06 Building Code – Proposed language amendments to Section 11.06 to tie-in the Municipal Code with the Utah State adopted construction codes.
- 11.08 Electrical Code – Deletion of Section 11.08 as the electrical codes are adopted and addressed under Utah State adopted construction codes and subsequently the amended Section 11.06.
- 11.08 Construction Mitigation – Addition of Section 11.08 to allow Building Official to require construction mitigation measures in order to maintain safe conditions.

Fiscal Impact:

The amendments as proposed will not create additional fiscal impact to the City.

Recommendation:



VINEYARD CITY COUNCIL STAFF REPORT

It is the recommendation of the Building Official of Vineyard the City Council adopt the amended Title 11 'Building Standards' (as outlined in Attachment A) to the Vineyard Municipal Code to modify the language and clarify the duties of the Building Official.

Sample Motion:

Motion to approve the ordinance amending Title 11 of the Vineyard Municipal Code known as 'Building Standards' as proposed.

Alternatives:

- A) Motion to approve Title 11 'Building Standards' with modifications.
- B) Motion to deny Title 11 'Building Standards' as proposed.
- C) Motion to continue Title 11 'Building Standards' to a future date with direction to staff for information or additional amendments.

Attachments: Title 11 'Building Standards'

**VINEYARD
ORDINANCE 2018-10**

**AN ORDINANCE AMENDING TITLE ELEVEN OF THE VINEYARD MUNICIPAL CODE TO
AMEND BUILDING STANDARDS SECTION.**

WHEREAS, Vineyard City Council has the authority under Utah Code 10-3b-403 to amend the Municipal Code.

NOW THEREFORE, be it ordained by the mayor and City Council of Vineyard, in the State of Utah, as follows:

SECTION 1: **AMENDMENT** “11.02.010 Permit Required; Exceptions” of the Vineyard Municipal Code is hereby *amended* as follows:

A M E N D M E N T

11.02.010 Permit Required; ~~Exceptions~~

- A. ~~It shall be a class C misdemeanor for any homeowner and a class B misdemeanor for any person who receives payment or anything of value to construct or alter any building or structure, except a fence, without first securing the permit required by this title.~~
- B. ~~This chapter shall not apply where the retail cost of the materials used in the construction or alteration is less than \$500.00; except that it shall apply in all cases where the construction or alteration results in an enlarged structure or affects the walls of the building or structure.~~

Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by the Building Code, or to cause any such work to be performed, shall first make application to the Building Official and obtain the required permit. Permits shall not be required for work exempt from a permit as outlined in the adopted codes. Work exempted from a permit does not deem to grant authorization for work to be done in any manner in violation of the Building Code. A home owner may be subject to a Class B Misdemeanor if work requiring a permit is performed without first securing the permit(s) required. Anyone who received payment or equivalent value to perform work requiring a permit may be subject to a Class C Misdemeanor if the work is performed without first securing the permit(s) required.

SECTION 2: **AMENDMENT** “11.02.020 Application For Permit” of the Vineyard Municipal Code is hereby *amended* as follows:

A M E N D M E N T

11.02.020 Application For Permit

A building permit shall be secured from the ~~recorder~~ Building Department through submittal of an ~~on written~~ application form accompanied by ~~plans and specifications in duplicate~~ construction documents (i.e. plans, specifications, calculations, etc.) which must state the specific nature of the construction or alterations to be made. The plan must be verified by the person who will perform or be in charge of the construction or alteration.

SECTION 3: **AMENDMENT** “11.02.030 Approval Of Plan” of the Vineyard Municipal Code is hereby *amended* as follows:

A M E N D M E N T

11.02.030 Approval Of Plan

The Building Official or designee ~~application and plans shall be forwarded from the recorder to the building inspector, who~~ shall review the plan application for permit to determine whether the proposed construction or alteration conforms to the ~~b~~Building ~~c~~Codes and ~~o~~Ordinances of this municipality. ~~The building inspector shall return the plans to the recorder within ten days with the statement "approved" if the plans do conform or "disapproved" if the plans do not conform. If the plans are disapproved, the reasons therefore shall be annexed to the plans.~~ On receipt of an approved plan, ~~the City~~the recorder shall issue a permit to the applicant together with ~~one~~a set of the approved plan~~construction documents~~.

If the application for permit is denied a written statement will be provided to the applicant of the reasoning. The applicant will have right to appeal the decision of the Building Official as outlined in Municipal Code Section 11.12. If the application for permit is approved a set of approved construction documents will be provided to the applicant and one set of approved construction documents will be retained by the Building Department in accordance with the adopted retention schedule. These documents will be provided to the applicant in the format kept by the City.

~~One set of the plans shall be retained by the building inspector.~~ The ~~b~~Building ~~inspector~~Official may revoke at any time a permit which has been issued for any building constructed or being constructed or which would be or result, if constructed, in a violation of the Building Code or any ~~o~~Ordinance of this municipality.

SECTION 4: **AMENDMENT** “11.02.040 Variations Of Plan Prohibited” of the Vineyard Municipal Code is hereby *amended* as follows:

A M E N D M E N T

11.02.040 Variations Of Plan Prohibited

No material variation from the approved plan shall be allowed unless such variations shall first have been approved in writing by the ~~b~~Building ~~inspector~~Official or designee.

SECTION 5: **AMENDMENT** “11.02.050 Fee Schedule” of the Vineyard Municipal Code is hereby *amended* as follows:

A M E N D M E N T

11.02.050 Fee Schedule

The ~~Recorder~~City shall from time to time enact by ~~r~~Resolution the fees paid for the application for a building permit.

SECTION 6: **AMENDMENT** “11.04.010 Building Official” of the Vineyard Municipal Code is hereby *amended* as follows:

A M E N D M E N T

11.04.010 Building Official

There is hereby created the position of ~~b~~Building ~~o~~Official ~~who shall also be known as the municipal building inspector~~The position of Building Official is enacted to uphold the adopted building codes and standards as set forth in Title 11.

SECTION 7: **AMENDMENT** “11.04.020 Stop Order” of the Vineyard Municipal Code is hereby *amended* as follows:

A M E N D M E N T

11.04.020 Stop Work Order

The ~~b~~Building ~~inspector~~Official or designee shall have the power to order all work stopped on construction, alteration or repairs of buildings in the municipality when such work is being done in violation of any provisions of any Utah State adopted construction codes, any ordinance relating thereto, or in violation of the subdivision or zoning ordinance. Work shall not be resumed after the issuance of such order except on the written permission of the inspector., ~~provided that~~ If the stop work order is an oral one; it shall be followed by a written ~~stop~~ order within one hour. Such written stop work order may be served by any peace officer or other authorized person.

SECTION 8: **AMENDMENT** “11.04.030 Entry Powers” of the Vineyard Municipal Code is hereby *amended* as follows:

A M E N D M E N T

11.04.030 Entry Powers

The ~~b~~Building ~~inspector~~Official or designee shall have the power to enter into any building or the premises where the work of altering, repairing or constructing any building or structure is ~~going on~~being performed, for the purpose of making inspections at any reasonable hour, pursuant to any of the provisions of this ~~Chapter and VMC Title 8~~Code.

SECTION 9: AMENDMENT “11.04.040 Additional Duties Of Building Inspector” of the Vineyard Municipal Code is hereby *amended* as follows:

A M E N D M E N T

11.04.040 Additional Duties Of Building ~~Inspector~~Official

The ~~b~~Building ~~o~~Official (inspector) shall have additional duties imposed by the Municipality including but not limited to~~in addition to all other duties imposed on him by this municipality:~~

- A. Enforce the provisions of the State Construction Code (Building Code) pursuant to Section 11.06.
- B. Inspect all buildings, structures, ditches, signs, fences and objects to determine their safety and effect on the persons who are within this ~~m~~Municipality.
- C. ~~Until such time as a plumbing inspector is appointed or designated, the building inspector shall be responsible for enforcing section 9-560 of this title:~~
- D. Review all building permit applications for new construction or substantial improvements to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is in a location that has a flood hazard, any proposed new construction or substantial improvement (including prefabricated and mobile homes) must
 - 1. ~~(i)~~ ~~b~~Be designed (or modified) and anchored to prevent flotation, collapse, or lateral movement of the structure,
 - 2. ~~(ii)~~ ~~u~~Use construction materials and utility equipment that are resistant to flood damage, and
 - 3. ~~(iii)~~ ~~u~~Use construction methods and practices that will minimize flood damage.
- E. Review subdivision proposals and other proposed new developments to ensure the minimum Building Code compliance~~assure that (i) all such proposals are consistent with the need to minimize flood damage, (ii) all public utilities and facilities, such as sewer, gas, electrical, and water systems are located, elevated, and constructed to minimize or eliminate flood damage, and (iii) adequate drainage is provided so as to reduce exposure to flood hazards:~~
- F. ~~Require new or replacement water supply systems and/or sanitary sewage systems to be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and require on-site waste disposal systems to be located so as to avoid impairment of them or contamination from them during flooding:~~

SECTION 10: AMENDMENT “11.06.010 Adoption Of Building Code” of the Vineyard Municipal Code is hereby *amended* as follows:

A M E N D M E N T

11.06.010 Adoption Of Building Code

~~As required by~~In accordance with Section 15A-1-204 of the U.C.A., Vineyard City shall adhere to the ~~building code~~State Construction Code and recognize the construction codes as amended by Utah Title 15A-3.
~~, National Electrical Code, plumbing code, and mechanical code as promulgated by nationally recognized code authorities and adopted by the Utah Uniform Building Code Commission (collectively, the "State Construction Code"). When a new or revised edition of any component part of the State Construction Code is adopted by the State of Utah (by statute or administrative regulation), this Section shall be interpreted to refer to such edition thereof.~~

SECTION 11: **AMENDMENT** "11.08 Electrical Code" of the Vineyard Municipal Code is hereby *amended* as follows:

A M E N D M E N T

11.08 ~~Electrical Code~~Construction Mitigation

SECTION 12: **AMENDMENT** "11.08.010 Electrical Code" of the Vineyard Municipal Code is hereby *amended* as follows:

A M E N D M E N T

11.08.010 ~~Electrical Code~~Construction Mitigation

~~The National Electrical Code – 1984 Edition, published by the National Electrical Contractors Association and approved by the National Board of Fire Underwriters, American Standards Association and the National Fire Protection Association and printed as a code in book form, three copies of which have been previously filed with the recorder for use and examination by the public, hereby is approved and adopted as the electrical code of this municipality. The Building Official, or designee, has the power to assess sites where construction has taken place or will take place and at their discretion require mitigation measures to ensure the safety of the public, property, and community.~~

SECTION 13: **AMENDMENT** "11.08.020 Electrical Inspection" of the Vineyard Municipal Code is hereby *amended* as follows:

A M E N D M E N T

11.08.020 ~~Electrical Inspection~~Reserved

~~The building inspector shall perform all functions of electrical inspection and shall, among other things, inspect and supervise the construction, installation, and repairs of all electric light and power wiring, fixtures, appliances, or apparatus installed within the limits of the municipality and shall require compliance with the provisions of the electrical code. The building official shall require the correction of such defects as he deems actually dangerous to life or property. Those same enforcement standards established in the State Construction Code shall be followed by the building inspector for all electrical work.~~

SECTION 14: **AMENDMENT** “11.08.030 Permits And Inspections” of the Vineyard Municipal Code is hereby *amended* as follows:

A M E N D M E N T

11.08.030 ~~Permits And Inspections~~Reserved

~~No alterations or additions shall be made in existing wiring, nor shall any wiring or any apparatus which generates, transmits, transforms or utilizes any electricity be installed without first obtaining a permit therefor except minor repair work such as repairing flush and snap switches, replacing fuses, changing lamp sockets and receptacles, taping bare joints and repairing drop cords. Applications for such permit describing such work shall be made in writing and shall conform as far as practicable to the requirement set forth in VMC 11.02.020. This section shall not apply to installations in power houses and substations belonging to electric light companies. No permit shall be issued to any applicant for a permit during the time that he shall fail to correct any defective electrical installations after he has been duly notified to correct such defective work by the building inspector.~~

SECTION 15: **AMENDMENT** “11.08.040 Permit Fees” of the Vineyard Municipal Code is hereby *amended* as follows:

A M E N D M E N T

11.08.040 ~~Permit Fees~~Reserved

~~The electrical permit fees applicable in this municipality for use under the National Electrical Code, such edition that may from time to time be adopted by resolution by the City Council, shall be the amount enacted by resolution or the City Council and listed in the current fee schedule.~~

SECTION 16: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from _____ and after the required approval and publication according to law.

REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

PASSED AND ADOPTED BY THE VINEYARD COUNCIL _____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor Julie Fullmer	_____	_____	_____	_____
John Earnest	_____	_____	_____	_____
Tyce Flake	_____	_____	_____	_____
Chris Judd	_____	_____	_____	_____

Nathan Riley

Presiding Officer

Attest

Julie Fullmer, Mayor, Vineyard

Pamela Spencer, City Recorder Vineyard

ORDINANCE NO. 2018-11

AN ORDINANCE APPROVING THE ADJUSTMENT OF A PORTION OF THE COMMON BOUNDARY BETWEEN LINDON CITY AND VINEYARD CITY THROUGH APPROVAL OF THE ANNEXATION PLAT TITLED 'BOAT HARBOR ADDITION'.

WHEREAS, UTAH CODE ANN. § 10-2-419 et. seq., provides that legislative bodies of two or more municipalities having common boundaries may adjust their common boundaries as provided in the section; and

WHEREAS, Vineyard City ("Vineyard") and Lindon City ("Lindon") are municipalities within the State of Utah; and

WHEREAS, Vineyard and Lindon have entered into a real estate transaction in which Vineyard will purchase approximately nine acres of real property at approximately 2100 W. 600 S. in Lindon, as described and set forth as Parcel 1 in Exhibit A, to be held and used by Vineyard for municipal needs; and

WHEREAS, it is the Parties' intent to adjust their boundaries so that the portion of land purchased by Vineyard and Lindon's 600 South roadway (Vineyard's 1600 N) between the UTA commuter rail line and the Lindon Marina will be included within the corporate limits of Vineyard City, as further described on the 'Boat Harbor Addition' annexation plat attached as Exhibit B; and

WHEREAS, on June 13, 2018 Vineyard City adopted Resolution No. 2018-08, attached as Exhibit C, outlining its intent to adjust a common boundary with Lindon; and

WHEREAS, noticing required in UTAH CODE ANN. § 10-2-419 et. seq. has been completed and a public hearing on the proposed adjustment was held by the Vineyard City Council on August 22, 2018; and

WHEREAS, no protest was received by public or private property owners within the boundary adjustment area; and

WHEREAS, the properties that are within the boundary adjustment area will automatically be annexed by the City of Vineyard and by any local service districts providing public services within the City of Vineyard including utility services, fire protection, paramedic and law enforcement services; and

WHEREAS, after careful consideration, Vineyard has determined that it is in the best interests of the health, safety and welfare of the citizens of Vineyard to approve the boundary adjustment with Lindon by ordinance as proposed on the annexation plat titled 'Boat Harbor Addition' (Exhibit B).

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Vineyard, Utah County, State of Utah, as follows:

SECTION I:

1. That the annexation plat titled 'Boat Harbor Addition' which amends the common boundary between Vineyard and Lindon is hereby approved; and
2. That after closing of the property sale transaction between Vineyard and Lindon, the Lindon City Mayor and Recorder are authorized and directed to execute and deliver this ordinance and the annexation plat to Utah County and the State of Utah on behalf of the City, completing all requirements for filing of the documents and notification of the boundary adjustment per local and State codes.

SECTION II: The provisions of this ordinance and the provisions adopted or incorporated by reference are severable. If any provision of this ordinance is found to be invalid, unlawful, or unconstitutional by a court of competent jurisdiction, the balance of the ordinance shall nevertheless be unaffected and continue in full force and effect.

SECTION III: Provisions of other ordinances in conflict with this ordinance and the provisions adopted or incorporated by reference are hereby repealed or amended as provided herein.

SECTION IV: This ordinance shall take effect immediately upon its passage and posting as provide by law.

PASSED and ADOPTED and made EFFECTIVE by the City Council of Vineyard City, Utah, this ____ day of _____, 2018.

Julie Fullmer, Mayor

ATTEST:

Pamela Spencer,
Vineyard City Recorder

SEAL

Beginning at a point North 89°58'00" West 1,688.16 feet along the one quarter Section line from the East one quarter corner of Section 6, Township 6 South, Range 2 East, Salt Lake Base and Meridian, and running thence North 89°58'00" West 359.04 feet; thence North 02°00" East 16.50 feet; thence North 89°58'00" West 541.89 feet; thence North 5°49'38" West 219.29 feet; thence North 11°30'08" West 165.19 feet; thence North 00°02'00" East 406.72 feet; thence South 89°58'00" East 62.97 feet; thence North 30°00'00" West 534.20 feet; thence North 3°59'08" West 445.38 feet; thence along a 5,797.658 foot radius curve to the right 795.537 feet (chord bears South 30°30'00" East 794.913 feet); thence North 26°34'08" East 1,226.08 feet to the point of beginning and being in the Lot 2 and Lot 3 of said Section 6.

Less and excepting therefrom those lands conveyed to the Utah Transit Authority by that certain Warranty Deed recorded June 30, 2009 as Entry No. 718424-2009 of Official Records, described as follows: Beginning at the point of intersection of the Westerly right-of-way of Union Pacific Railroad, the Southeast corner of the grantor's property, and a point in a fence line, said point being South 89°03'53" N 127°08.64' along the Section line and South 00°56'07" E 2604.10 feet from the Northeast corner of said Section 6; thence South 89°07'59" N 257.39 feet; thence North 27°30'11" N 216.60 feet; thence 723.79 feet along the arc of a 5,644.65 feet radius curve to the left, chord bears North 31°10'35" N 723.72 feet through a central angle of 07°20'48"; thence North 04°53'09" N 65.44 feet to said railroad right-of-way; thence along said railroad right-of-way the following (2) two courses: 788.44 feet along of 5,679.65 feet radius curve to the right, chord bears South 31°24'47" E 247.88 feet, through central of 07°57'13"; thence South 27°30'11" N 216.60 feet to the point of beginning.

Also less and excepting any lands lying Northerly and Easterly of the property described above and on that certain Warranty Deed recorded June 30, 2009 as Entry No. 71844:2009 of Official Records.

Parcel 1

Commencing at a point located North 00°45'11" West along the Section line 21.51 feet and West 1748.53 feet from the East quarter corner of Section 6, Township 8 South, Range 2 East, Salt Lake Base and Meridian; thence South 89°39'26" West 636.53 feet; thence North 02°03'34" West 221.01 feet; thence North 00°06'33" East 1008.07 feet; thence along the arc of a 5644.65 foot radius curve to the right 214.66 feet (chord bears South 28°20'58" East 214.65 feet); thence South 27°15'36" East 1165.84 feet to the point of beginning.

Area = 394,563 sq.ft. or 9.06 Acres

Parcel 2

Commencing at a point located North 00°45'11" West along the Section line 17.70 feet and West 2385.09 feet from the East quarter corner of Section 6, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 89°39'26" West 203.60 feet; thence North 05°49'38" West 220.82 feet; thence North 11°30'08" West 165.19 feet; thence North 00°02'00" East 406.72 feet; thence South 89°58'00" East 62.97 feet; thence North 03°00'00" West 534.20 feet; thence North 03°59'08" West 305.26 feet; thence along the arc of a 5644.65 foot radius curve to the right 466.02 feet (chord bears South 31°48'14" East 465.88 feet); thence South 00°06'33" West 1008.07 feet; thence South 00°20'34" East 221.01 feet to the point of beginning.

Area = 327,440 sq.ft. or 7.52 Acres

Parcel 3

Commencing at a point located North 00°45'11" West along the Section line 0.98 feet and West 1688.14 feet from the East quarter corner of Section 6, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°58'00" West 50.09 feet; thence North 27°15'36" West 27.96 feet; thence North 89°22'34" East 50.19 feet; thence South 26°34'08" East 28.43 feet to the point of beginning.

Area = 1,264 sq.ft.

This survey is made for the benefit of: THE CITY OF LONDON, HONEY BADGER HOLDINGS, LLC together with its successors and assigns and UTAH FIRST TITLE INSURANCE AGENCY INC.:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 3, 4, 5, 8, 13, 14, 17, and 20 of Table A thereof.

Date of Plot or Map: November 4, 2016

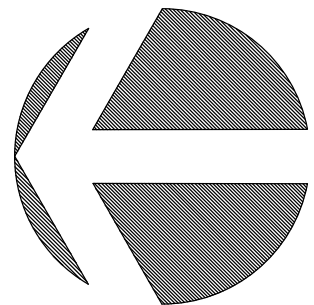
Roger D. Dudley. PLS #147089

SURVEYOR'S NOTES

1. The survey and the information, courses and distances shown thereon are correct.
2. The title lines and lines of actual possession are the same except as noted.
3. The record description of the subject property forms a mathematically closed figure.
4. The survey correctly shows the location of all buildings, structures and other improvements situated on the Premises.
5. The tax parcel identification is 17-023:0012.
6. There are no encroachments onto adjoining premises, streets, alleys or easement areas by any buildings, structures or other improvements, and no encroachments onto the Premises by buildings, structures or other improvements situated on adjoining premises.
7. All utilities serving the Premises enter through adjoining public streets and/or easements of record; that, the property described herein is the same as the property described in (Utah First Title Insurance Agency, Inc.) Commitment No. 28751 with an effective date of September 30, 2016, and that all easements which the undersigned has been advised or has knowledge, have been listed and plotted hereon or otherwise noted as to their effect on the subject property.
8. Said described property is located within an area having a Zone Designation C by the Secretary of Housing and Urban Development, on Flood Insurance Rate Map No. 493517 0210A, with a date of identification of October 15, 1982, for Community Number 493517, in Utah County, State of Utah, which is the current Flood Insurance Rate Map for the community in which the Premises is situated.
9. The Premises has direct physical access to 600 South Street, a public street or highway.
10. The field work was completed on October 25, 2016.
11. The Basis of Bearing for this survey is Utah State Plane Coordinate System (NAD 27).
12. The gross land area is 16.694 acres.
13. There are possible wetlands on site, however no official delineation has been performed.

EXCEPTIONS

- 1 thru 13. Not survey related - not shown on survey.
14. Plottable and shown on survey.
15. Plottable and shown on survey.



NORTH
1'' = 60'

Surveyor:

Dudley and Associates, Inc.
353 East 1200 South
Orem, Utah 84058
801-224-1252

Client: Name

Lindon City

Location of Survey:

Located in the Northeast of the Northeast of Section 6, Township 6 South, Range 2 East , Salt Lake Base and Meridian.

Basis of Bearing:

Utah State Plane Coordinate System, Utah Central Zone. See Drawing

Purpose of Survey.

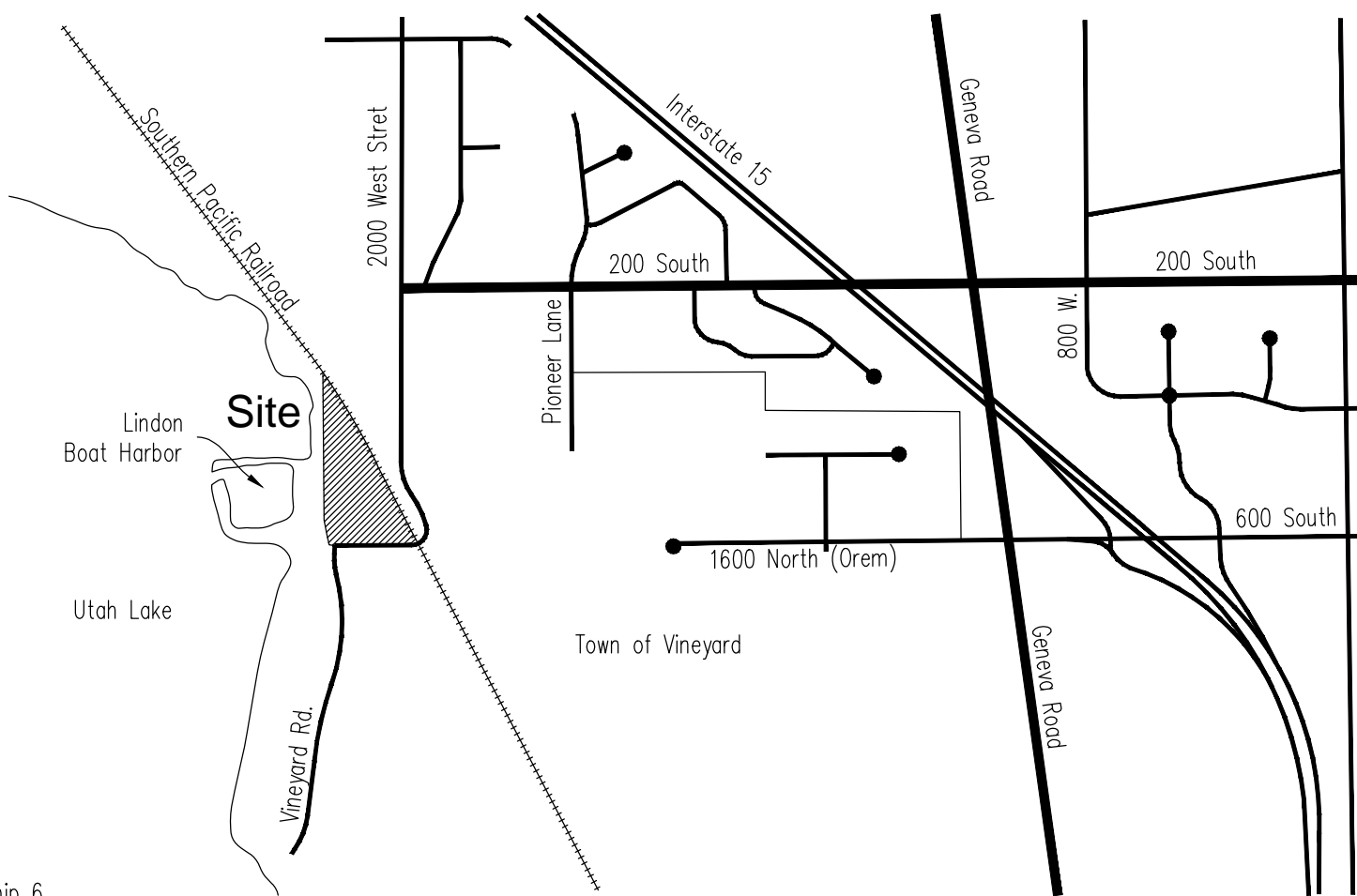
To identify physical boundaries and deed lines in relationship to adjacent owners.

Control Monuments:

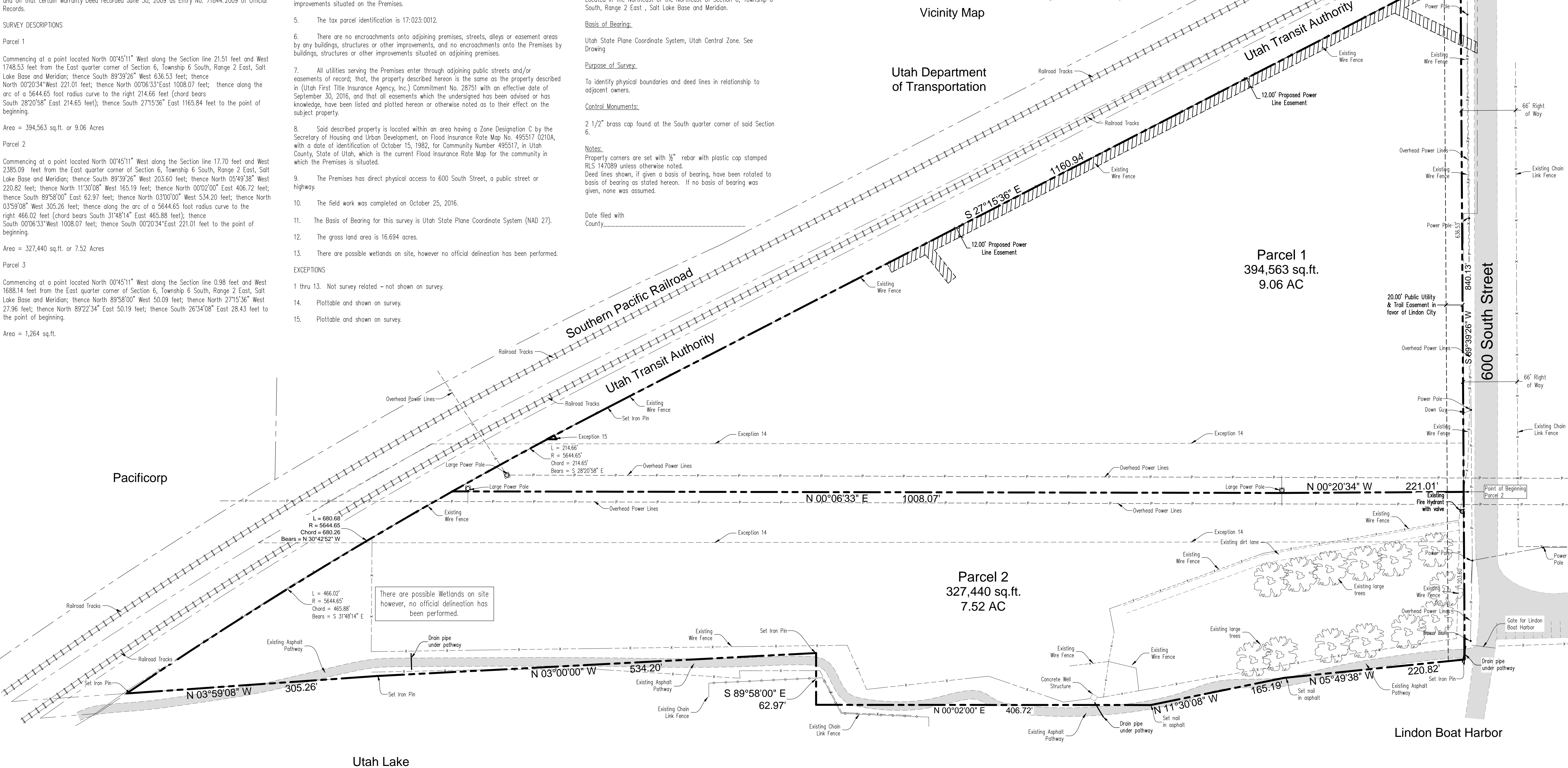
2 1/2" brass cap found at the South quarter corner of said Section 6.

Notes:
Property corners are set with $\frac{1}{2}$ " rebar with plastic cap stamped RLS 147089 unless otherwise noted.
Deed lines shown, if given a basis of bearing, have been rotated to a basis of bearing as stated hereon. If no basis of bearing was given, none was assumed.

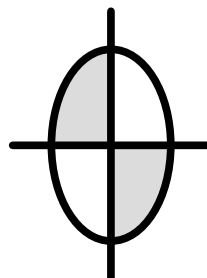
Date filed with
County_____



Vicinity Map



Lindon Boat Harbor



DUDLEY AND ASSOCIATES
ENGINEERS PLANNERS SURVEYORS
353 EAST 1200 SOUTH, OREM, UTAH
801-224-1252

The City of London

ALTA/NSPS Land Title Survey

Revisions
11-28-2016
6-5-2018 (Parcel Lines)

Date	7-9-2018
Scale	1" = 60'
By	TD
Tracing No.	L - 14239

Sheet No.
C - 1.0

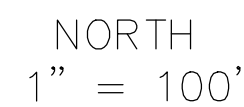
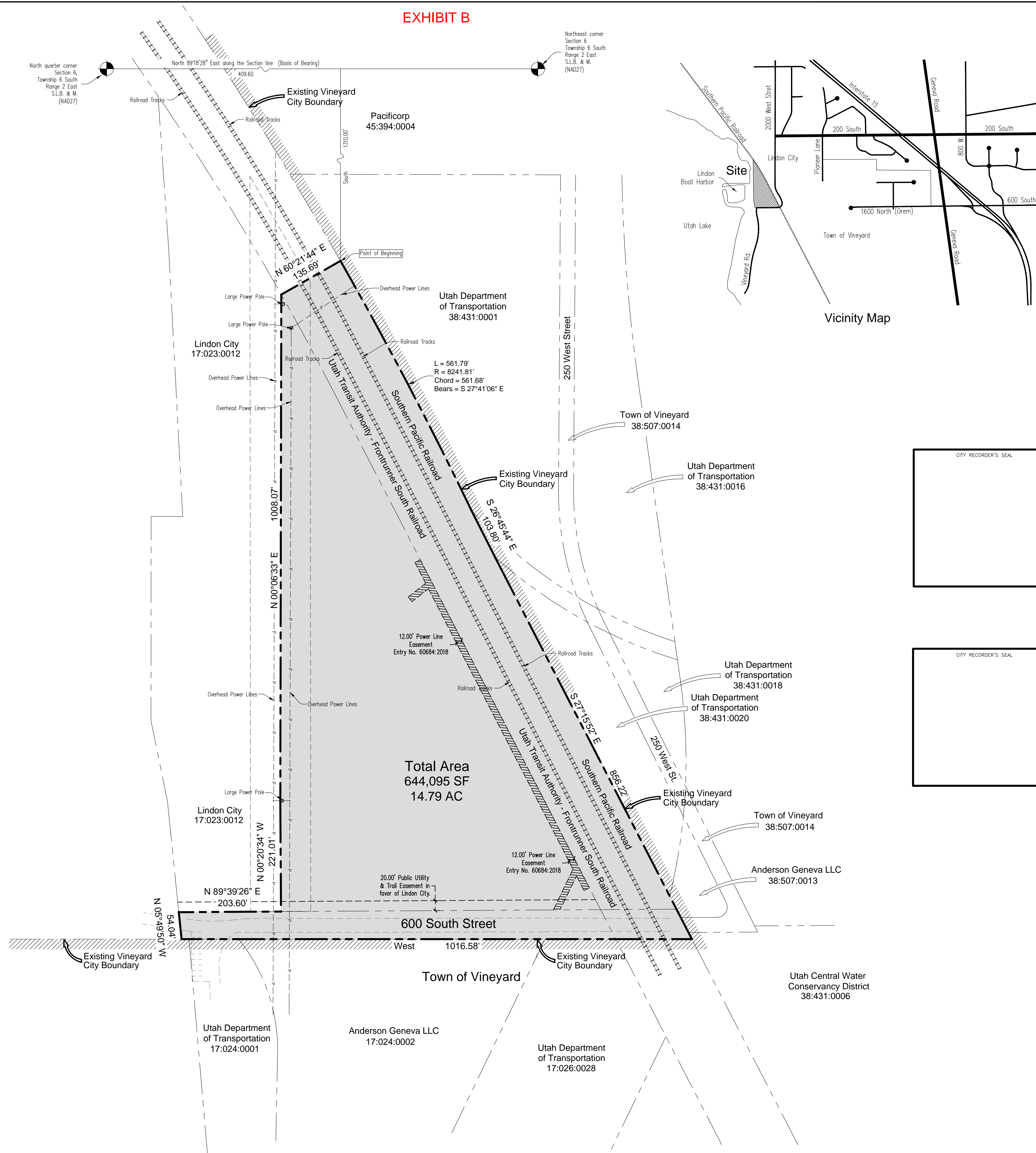


EXHIBIT B



Surveyor's Certificate

I, Roger D. Dudley, do hereby Certify that I am a Registered Land Surveyor, and that I hold Certificate No. 147809, as prescribed under the laws of the State of Utah. I further certify by authority of the owners, I have prepared this Annexation Plat of the tract of land shown and described below, and represent the intended Annexation to The Town of Vineyard. I further state that the the boundaries shown hereon in no way represent any individuals title in fee or actual occupation limits. I hereby state that the boundary description is true and correct to the best of my knowledge, informational, belief and in my professional opinion.

Boundary Description

Commencing at a point located North 89°18'28" East, 640.96 feet along the Section line 409.60 feet and South 131.00.00 feet from the North quarter corner of Section 6, Township 6 South, Range 2 East, Sall Lake and Sall Lake Meridian; thence more or less along the Southwest Annexation Plat of Lindon City as recorded as Map#2669-22, entry # 1981-13661, in the files of the Utah County Recorder; along the arc of a 8241.81 foot radius curve to the right 561.79 feet (chord bears South 27°41'06" East 561.68 feet); thence 28°45'44" East 103.80 feet; South 27°15'52" East 85.62.22 feet; West 1016.58 feet; thence North 05°49'38" West 54.04 feet; thence North 89°39'26" East 203.60 feet; thence North 00°20'34" West 221.01 feet; thence North 00°06'33" East 1008.07 feet; thence North 60°21'44" East 135.69 feet to the point of beginning.

Area = 644,095 sq.ft. or 14.79 Acres

Basis of Bearing is North 89°18'28" East along the Section line from the North quarter corner to the Northeast corner of Section 6.

Date _____

Professional Land Surveyor
(see seal below)

County Surveyor's Certificate

This plot has been reviewed by the Utah County Surveyor and is hereby certified as a Final Local Entity Plat, pursuant to Utah Code Ann. 17-23-20 as amended.

Date _____

County Surveyor

COUNTY SURVEYOR

Acceptance by Mayor

This is to certify that I, Jeff Acerson, the Mayor of the City of Lindon, have received a petition signed by a majority of the owners of the tract shown hereon requesting that said tract be disconnected from Lindon City to the Town of Vineyard and that a copy of the ordinance has been prepared for filing herewith all in accordance with the Utah Boundary Commission Act (1979) 10-01-04 and 10-2-401 thru 423, as revised and that I have examined and do hereby approve and accept the annexation of the tract as shown as a part of said Town and that said tract of land is to be known hereafter as the Boat Harbor Addition.

Dated this _____ day of _____, 20____

Approved by Mayor -

Attest _____ Recorder _____

Acceptance by Mayor

This is to certify that I, Julie Fullmer, the Mayor of the Town of Vineyard, have received a petition signed by a majority of the owners of the tract shown hereon requesting that said tract be Annexed from Lindon City to the Town of Vineyard and that a copy of the ordinance has been prepared for filing herewith all in accordance with the Utah Boundary Commission Act (1979) 10-01-04 and 10-2-401 thru 423, as revised and that I have examined and do hereby approve and accept the annexation of the tract as shown as a part of said Town and that said tract of land is to be known hereafter as the Root Harbor Addition.

Dated this _____ day of _____, 20____

Approved by Mayor - _____

Attest _____ Recorder

Approved as to Form

COUNTY ATTORNEY

DATE _____

Annexation Plat

BOAT HARBOR ADDITION

Vineyard City Utah County, Utah
Scale: 1" = 100 Feet

THIS FORM APPROVED BY UTAH COUNTY AND THE MUNICIPALITIES THEREIN

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

Prepared by:

Dudley and Associates, Inc.
353 East 1200 South
Orem, Utah 84058
office 801-224-1252
fax 801-224-1264

RESOLUTION NO. 2018-08

BOUNDARY ADJUSTMENT RESOLUTION

A RESOLUTION INDICATING THE INTENT OF VINEYARD TO ADJUST A PORTION OF ITS COMMON BOUNDARY WITH LINDON CITY.

WHEREAS, Vineyard and Lindon City (Lindon) share a common boundary located at approximately 1600 North in Vineyard and 600 South in Lindon; and

WHEREAS, Vineyard has entered into a purchase agreement with Lindon to purchase approximately 9-acres of surplus property to use for its future Public Works facility; and

WHEREAS, Vineyard desires its Public Works facility to be fully within its own city boundary and listed as part of the property purchase conditions that the common boundary needed to be changed to shift the 9-acre parcel within Vineyard's boundary; and

WHEREAS, portions of 1600 North /600 South roadway are currently within Lindon; and

WHEREAS, Lindon has no utility services in the 1600 North/600 South roadway but Vineyard does have several utility services in the roadway; and

WHEREAS, both cities desire that the boundary be changed to reflect that the 1600 North/600 South roadway running west-to-east (between the Lindon Marina entrance and the Union Pacific/UTA Commuter railroad tracks) become a Vineyard roadway with Vineyard being responsible for all maintenance of the roadway, sidewalks, and utilities that Vineyard owns within the roadway, and that the boundary be changed to the north side of the road right-of-way line; and

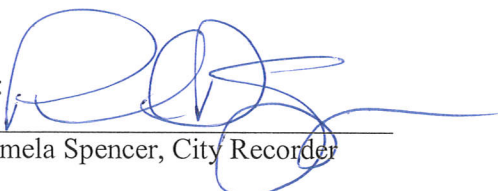
WHEREAS, both Vineyard and Lindon agree that the boundary change provides clarity of maintenance responsibilities and said boundary change is in the best interest of the public.

NOW, THEREFORE, be it resolved by the Vineyard City Council as follows:

1. Vineyard, in coordination with Lindon City, expresses its intent to adjust certain portions of its common boundary located at approximately 600 South between the Lindon Marina entrance and the Union Pacific/UTA Commuter railroad tracks in Lindon. Such proposed adjustments are more particularly described in Exhibit A, attached hereto.
2. Vineyard shall hereafter take all necessary steps to publish notices and hold such public hearings as are required under Utah law and to take such steps as are necessary to adjust its boundary as indicated in Exhibit A.
3. This resolution will take effect immediately upon its approval and adoption by the Vineyard City Council.

Adopted and approved this 13th day of June, 2018.

Attest:
By


Pamela Spencer, City Recorder

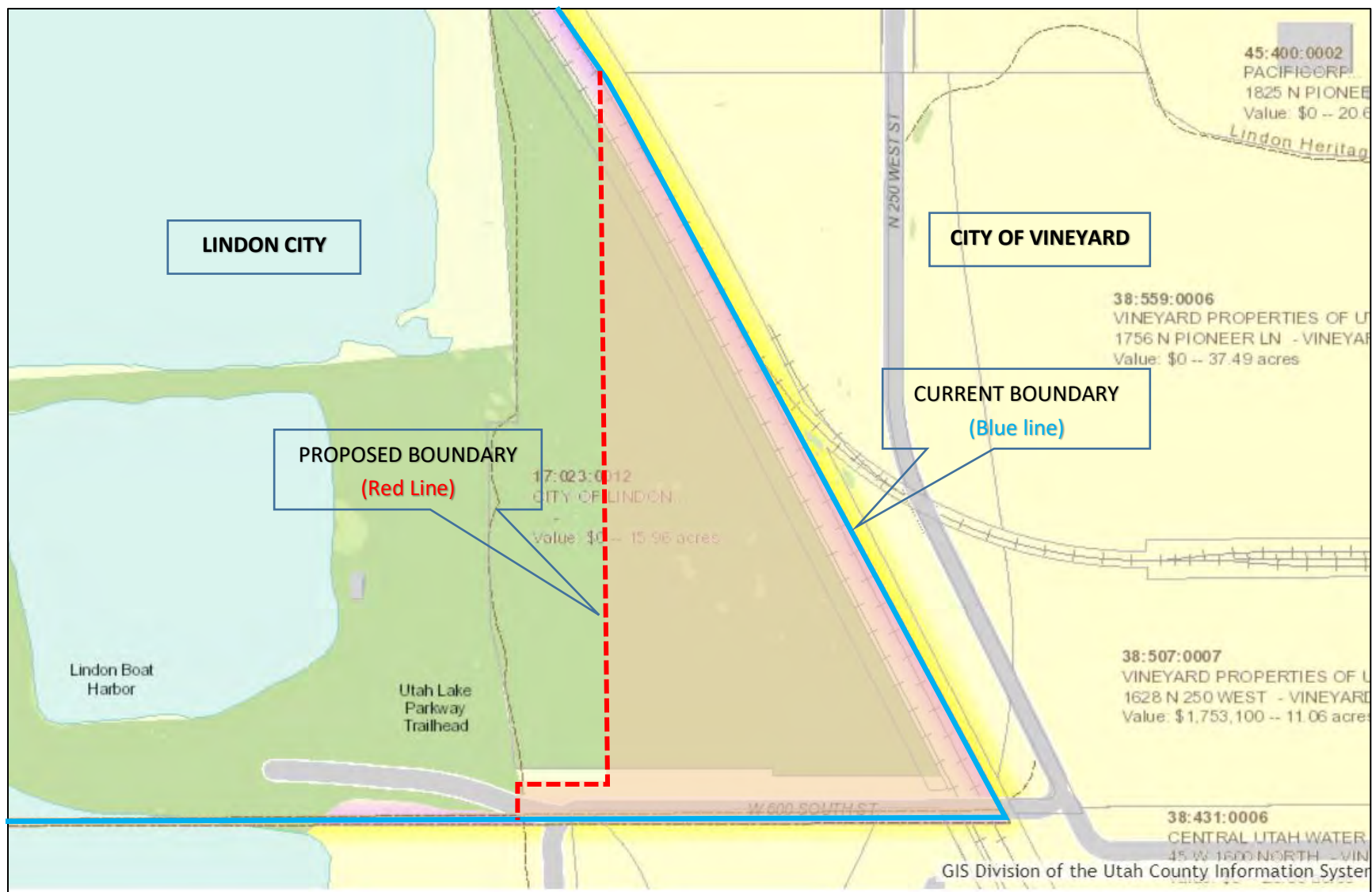
By 
Julie Fullmer, Mayor

SEAL:



Exhibit A

Approximate location of **current** vs **proposed** boundary change between Lindon and Vineyard.





June 14, 2018

Anderson Geneva LLC
9537 S. 700 E.
Sandy, UT 84070-3494

RE: Notice of city boundary adjustment between the city of Vineyard and Lindon City

This letter is to inform you that the city of Vineyard has adopted a resolution of intent to adjust the common boundary between Vineyard and Lindon City. The boundary area to be adjusted includes a nine-acre parcel and a portion of Lindon's 600 South roadway (Vineyard's 1600 N) between the UTA commuter rail line and the Lindon Marina (see attached map). The boundary adjustment will provide clarity for future road and utility maintenance responsibilities between the cities.

A small portion of your property identified as Utah County Serial Number 17:024:0002 is impacted by this boundary change since your property line appears to technically extend into the southern portion of the 600 South road right-of-way. As the majority of your property is already within the service area of the city of Vineyard no changes to public services for your property are anticipated. All public services as currently provided by the city of Vineyard or other local service districts including utility services, fire protection, paramedic and law enforcement will not be altered by this boundary change.

A public hearing to consider the boundary adjustment is scheduled for Wednesday, August 22, 2018 at 6:00 pm at the Vineyard City Hall, 125 South Main, Vineyard Utah, 84059. The Vineyard City Council intends to adjust the city boundary as described unless, at or before the public hearing, a written protest to the adjustment is filed with the Vineyard City Recorder by an owner of real property that:

- a) is located within the area proposed for adjustment;
- b) covers at least 25% of the total private land area within the area proposed for adjustment;
- and
- c) is equal in value to at least 15% of the value of all private real property within the area proposed for adjustment; or
- d) is state-owned real property.

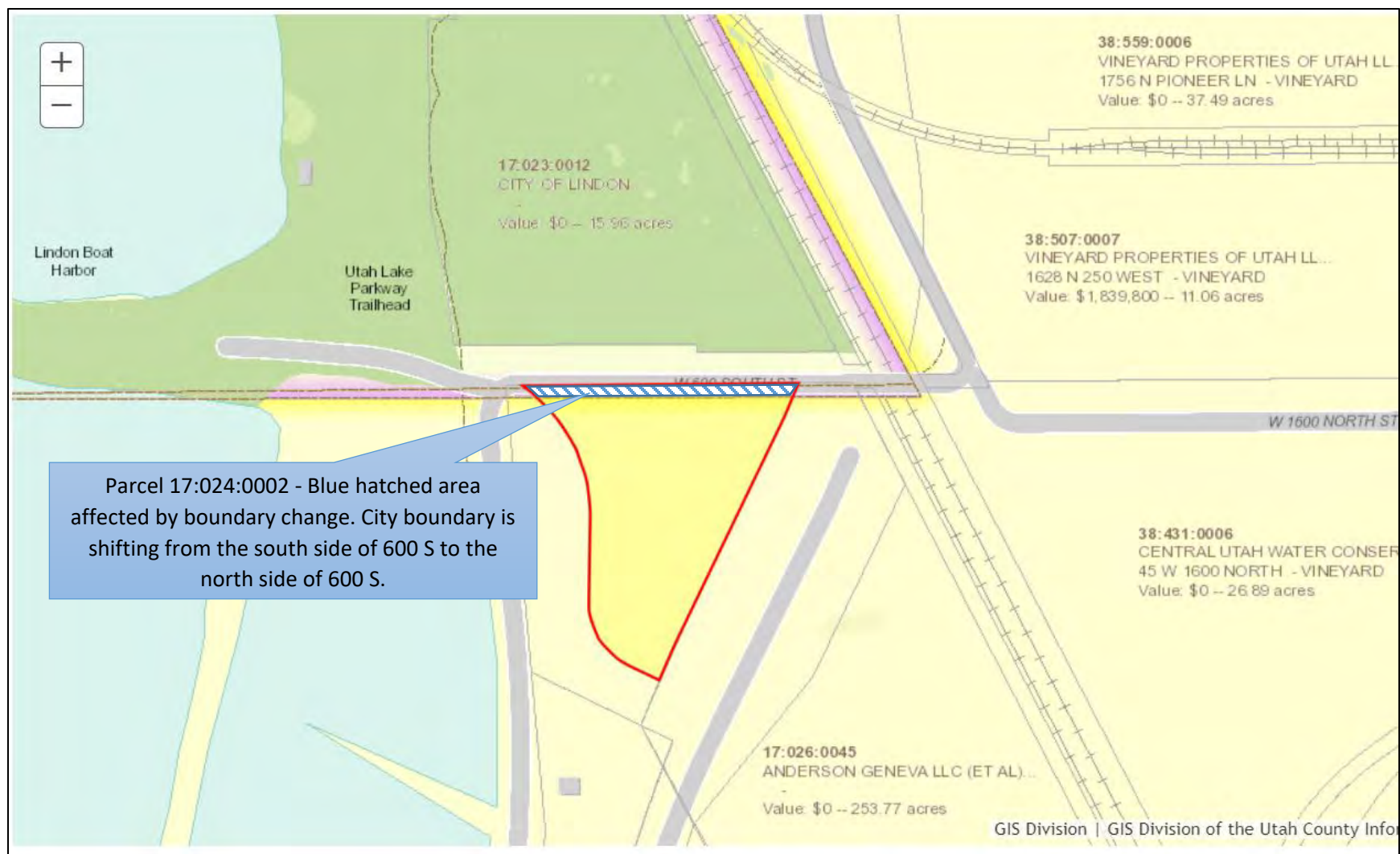
Vineyard believes this boundary adjustment will not impact your property in any material way and will ease future development of your property by not having to work with two cities to improve street frontage when you develop your land. The boundary adjustment will also provide clarity for future road and utility maintenance responsibilities between the cities. Please let me know of any concerns or questions you may have. I can be reached at 801.885.6285 or by email at jacobm@vineyardutah.org.

Sincerely,

Jacob McHargue
Vineyard City Manager

Attachments: Vineyard Resolution 2018-08 with boundary change map

Anderson Geneva LLC; 17:024:0002 impacted parcel area map





June 14, 2018

Utah Department of Transportation
4501 S. 2700 W.
Salt Lake City, UT 84119-5977

RE: Notice of city boundary adjustment between the city of Vineyard and Lindon City

This letter is to inform you that the city of Vineyard has adopted a resolution of intent to adjust the common boundary between Vineyard and Lindon City. The boundary area to be adjusted includes a nine-acre parcel and a portion of Lindon's 600 South roadway (Vineyard's 1600 N) between the UTA commuter rail line and the Lindon Marina (see attached map). The boundary adjustment will provide clarity for future road and utility maintenance responsibilities between the cities.

Portions of UDOT's properties identified as Utah County Serial Numbers 17:026:0028 and 17:024:0001 are impacted by this boundary change. The area that is subject to the boundary adjustment will automatically be annexed by the city of Vineyard and by any local service districts providing public services within the city of Vineyard including utility services, fire protection, paramedic and law enforcement services.

A public hearing to consider the boundary adjustment is scheduled for Wednesday, August 22, 2018 at 6:00 pm at the Vineyard City Hall, 125 South Main, Vineyard Utah, 84059. The Vineyard City Council intends to adjust the city boundary as described unless, at or before the public hearing, a written protest to the adjustment is filed with the Vineyard City Recorder by an owner of real property that:

- a) is located within the area proposed for adjustment;
- b) covers at least 25% of the total private land area within the area proposed for adjustment;
- and
- c) is equal in value to at least 15% of the value of all private real property within the area proposed for adjustment; or
- d) is state-owned real property.

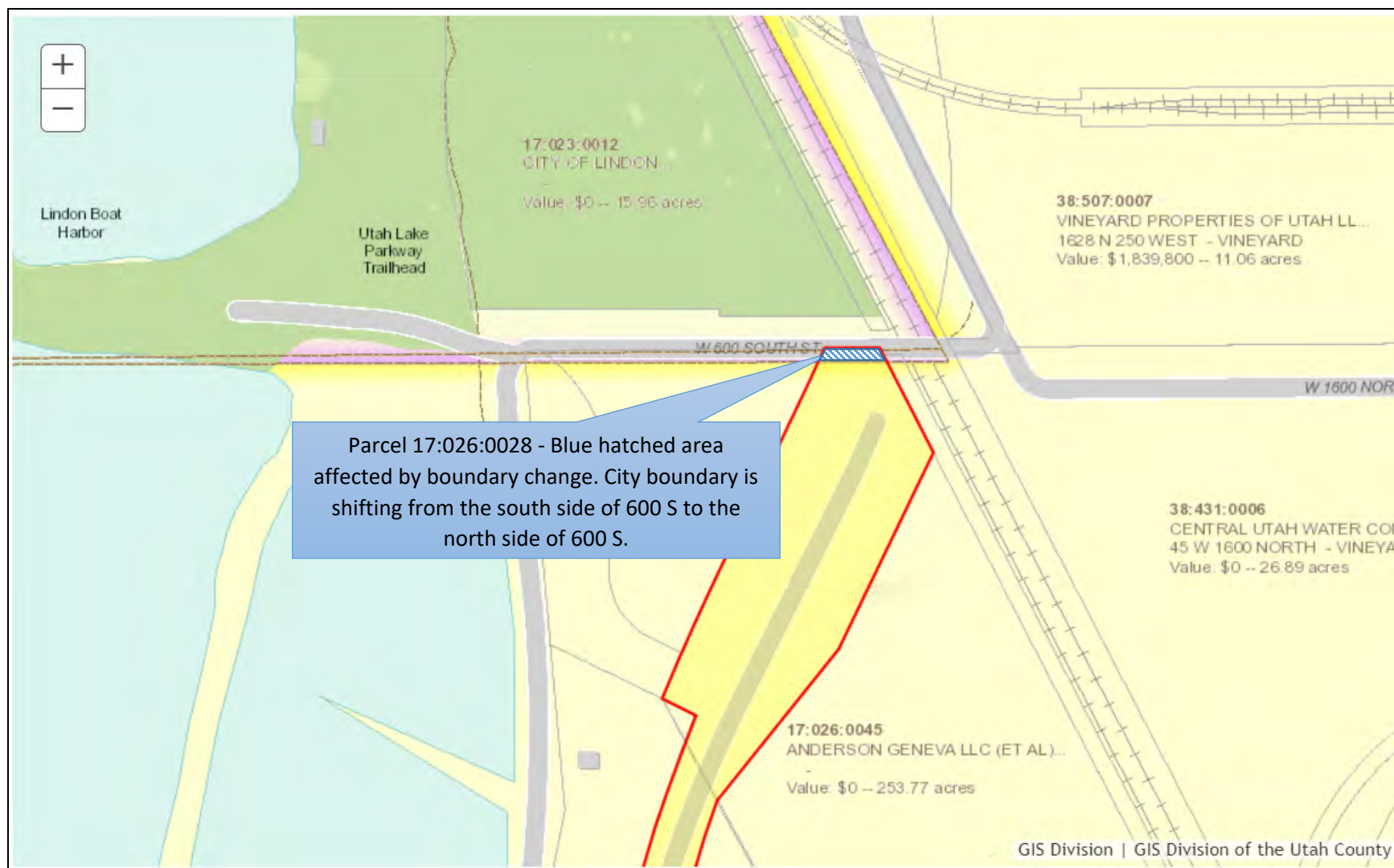
Vineyard believes this boundary adjustment will not impact UDOT's use of these properties in any material way. Please let me know of any concerns or questions you may have. I can be reached at 801.885.6285 or by email at jacobm@vineyardutah.org.

Sincerely,

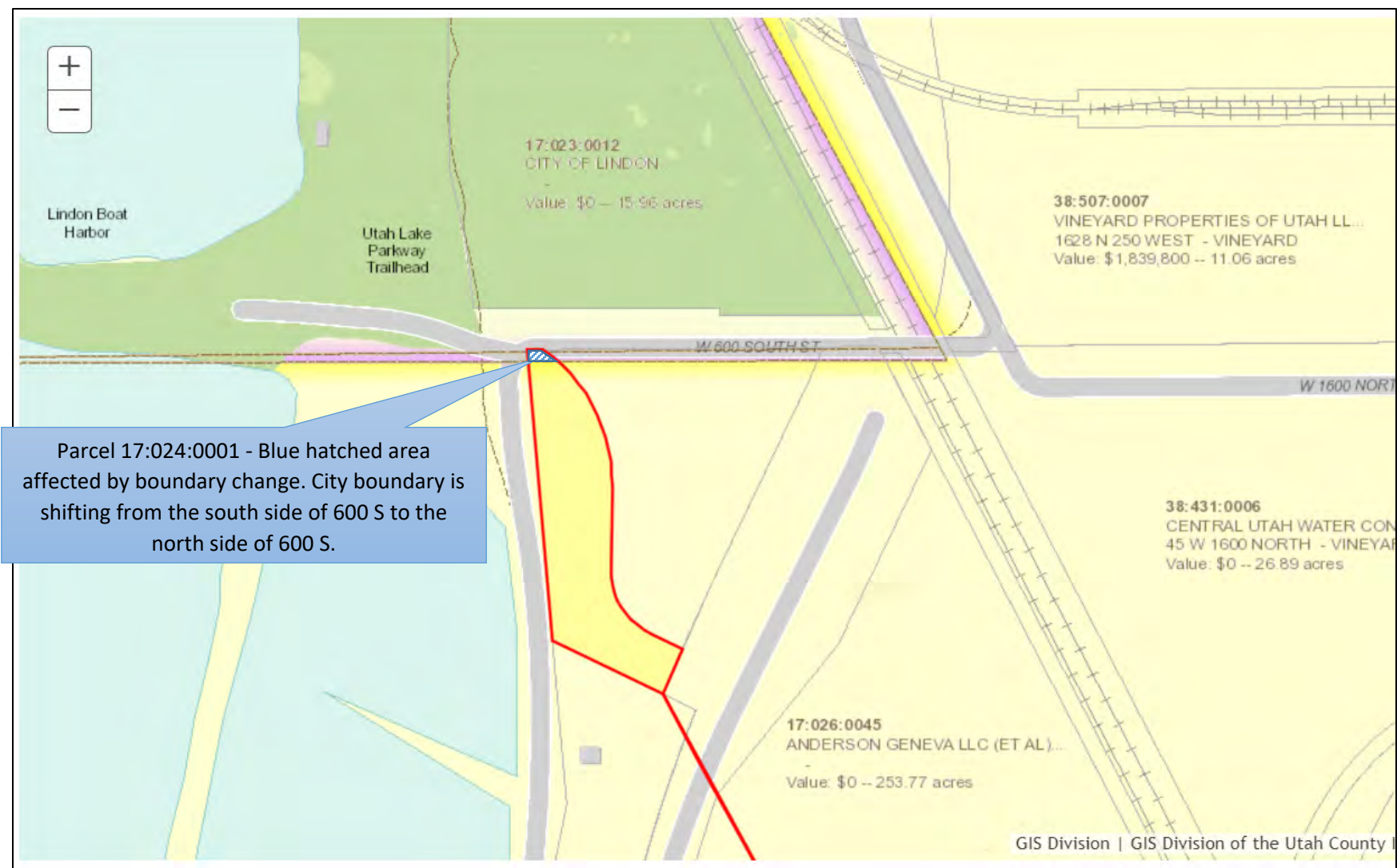
Jacob McHargue
Vineyard City Manager

Attachments: Vineyard Resolution 2018-08 with boundary change map

UDOT; 17:026:0028 impacted parcel area map



UDOT; 17:024:0001 impacted parcel area map





June 14, 2018

Utah Transit Authority, Property Management
PO BOX 30810
Salt Lake City, UT 84130

RE: Notice of city boundary adjustment between the city of Vineyard and Lindon City

This letter is to inform you that the city of Vineyard has adopted a resolution of intent to adjust the common boundary between Vineyard and Lindon City. The boundary area to be adjusted includes a nine-acre parcel and a portion of Lindon's 600 South roadway (Vineyard's 1600 N) between the UTA commuter rail line and the Lindon Marina (see attached map). The boundary adjustment will provide clarity for future road and utility maintenance responsibilities between the cities.

Portions of UTA's properties identified as Utah County Serial Numbers 17:026:0030 and 17:023:0011 are impacted by this boundary change. The area that is subject to the boundary adjustment will automatically be annexed by the city of Vineyard and by any local service districts providing public services within the city of Vineyard including utility services, fire protection, paramedic and law enforcement services.

A public hearing to consider the boundary adjustment is scheduled for Wednesday, August 22, 2018 at 6:00 pm at the Vineyard City Hall, 125 South Main, Vineyard Utah, 84059. The Vineyard City Council intends to adjust the city boundary as described unless, at or before the public hearing, a written protest to the adjustment is filed with the Vineyard City Recorder by an owner of real property that:

- a) is located within the area proposed for adjustment;
- b) covers at least 25% of the total private land area within the area proposed for adjustment;
- and
- c) is equal in value to at least 15% of the value of all private real property within the area proposed for adjustment; or
- d) is state-owned real property.

Vineyard believes this boundary adjustment will not impact UTA's use of these properties in any material way. Please let me know of any concerns or questions you may have. I can be reached at 801.885.6285 or by email at jacobm@vineyardutah.org.

Sincerely,

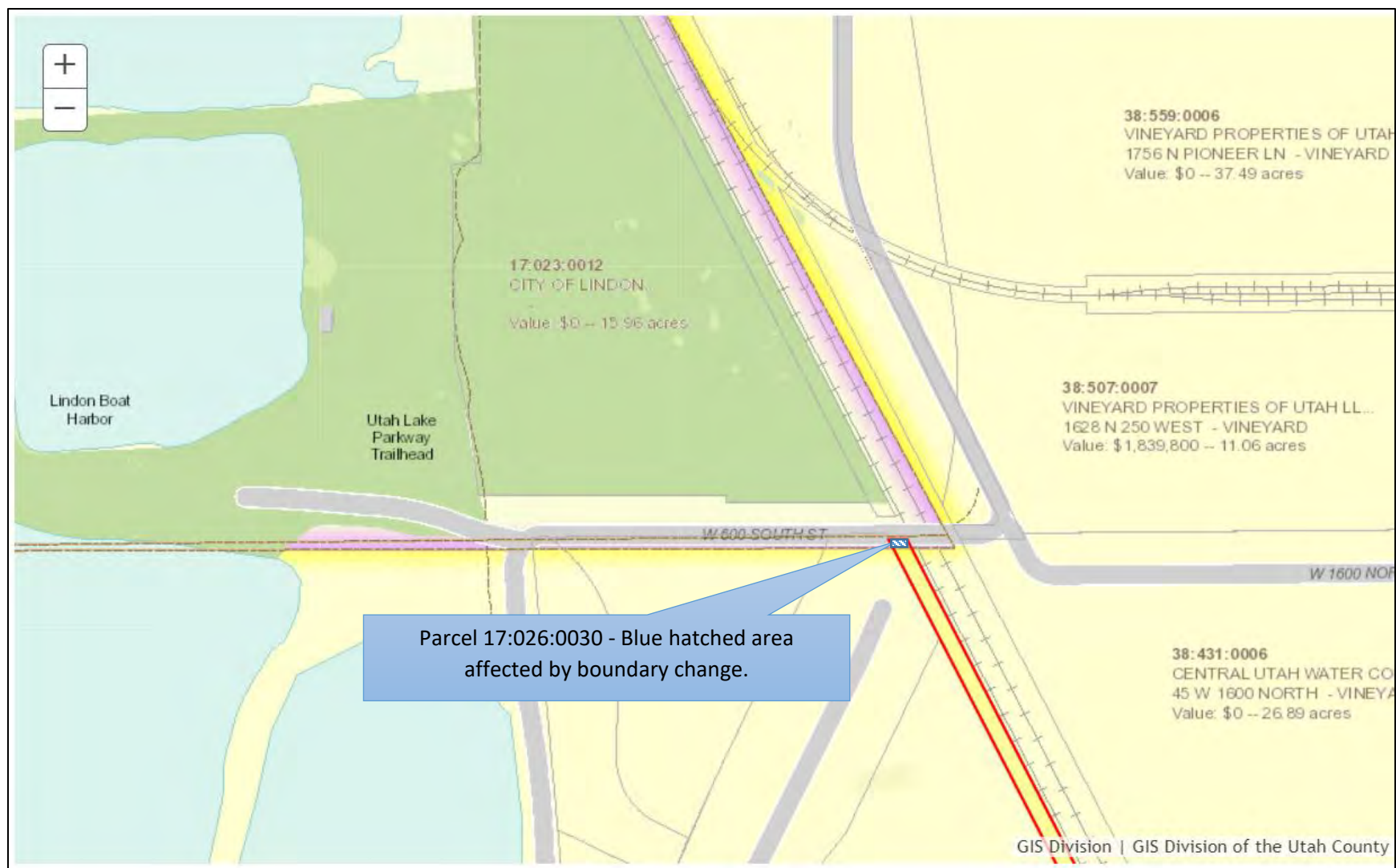
Jacob McHargue
Vineyard City Manager

Attachments: Vineyard Resolution 2018-08 with boundary change map

UTA; 17:023:0011 impacted parcel area map



UTA; 17:026:0030 impacted parcel area map



RESOLUTION No. 2018-12

A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL AGREEMENT CONCERNING THE ADJUSTMENT OF A PORTION OF THE COMMON BOUNDARY BETWEEN VINEYARD CITY AND LINDON CITY.

WHEREAS, the Interlocal Cooperation Act, UTAH CODE ANN. § 11-13-101 et. seq. (the "Interlocal Cooperation Act"), provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

WHEREAS, Vineyard City ("Vineyard") and Lindon City ("Lindon") are public agencies for purposes of the Interlocal Cooperation Act; and

WHEREAS, Vineyard and Lindon anticipate entering into a real estate transaction in which Vineyard will purchase real property, described and set forth in Exhibit A of the Interlocal Cooperation Agreement, from Lindon to be held and used so as to be exempt from property taxes under Title 59 of the Utah code; and

WHEREAS, it is the Parties' intent to adjust their boundaries so that the real property purchased by Vineyard will be included within the corporate limits of Vineyard City; and

WHEREAS, the Parties agree that if any time within the next 50 years, the real property described in Exhibit A of the Interlocal Cooperation Agreement is sold, conveyed, or transferred to any third party, or if it is held and used in such a way so as to lose its exempt status under Title 59 of the Utah code, the Parties will agree to readjust their boundaries so that the real property lies within the corporate limits of Lindon City; and

WHEREAS, Vineyard has reviewed the proposal and the city attorney has approved the form of the Agreement as required by Utah Code Ann. 11-13-202.5(3); and

WHEREAS, after careful consideration, Vineyard has determined that it is in the best interests of the health, safety and welfare of the citizens of Vineyard to approve the City's entry into the Agreement as proposed.

NOW, THEREFORE, BE IT RESOLVED by the Vineyard City Council that the attached Agreement be, and hereby is, approved, and that the Vineyard City Mayor and Recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

Agreement lawfully binding upon Vineyard City.

PASSED AND RECORDED THIS _____ DAY OF _____, 2018.

Julie Fullmer, Mayor

ATTEST:

Pamela Spencer
Vineyard City Recorder

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made effective between Lindon City ("Lindon"), and Vineyard City ("Vineyard").

- A. Utah Code Ann. §11-13-202 and other provisions of the Interlocal Cooperation Act (Utah Code Ann. §§11-13-101 et seq.) ("Interlocal Act") provide that any two or more public agencies may enter into an agreement with one another for joint or cooperative action.
- B. Lindon and Vineyard are public agencies for purposes of the Interlocal Act.
- C. The Parties intend to the sell and transfer real property, described and set forth in Exhibit A of this Agreement, from Lindon to Vineyard, to be held and used as real property which is exempt from property tax under Title 59 of the Utah code.
- D. The Parties also intend to enact a boundary adjustment of a portion of their common boundary so that the real property which is to be transferred will be within the corporate limits of Vineyard City.
- E. The Parties also agree that if at any time within the next 50 years, the real property described in Exhibit A of this Agreement is sold, conveyed, or transferred to any third party, or if it is held and used in such a way so as to lose its exempt status under Title 59 of the Utah code, the boundary between the cities should be readjusted so that the real property would once again lie within the corporate limits of Lindon City.
- F. The Parties desire to memorialize their agreement concerning such matters, and have determined that their entry into this Agreement is mutually beneficial.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Transfer and Use of Real Property.

Lindon and Vineyard, have executed, or will execute a real estate purchase agreement for the transfer of the real property currently located within Lindon near the Lindon Boat Harbor, and as more fully described in Exhibit A. All terms and conditions of the real estate purchase agreement and corresponding deeds executed by Lindon and Vineyard shall be independent and separate from this Agreement and are not included or incorporated herein. However, upon transfer of title, and during the term of this Agreement, Vineyard agrees that it will hold title to the identified property in its own name and that it will maintain the use of the property so as to maintain the tax-exempt status under Title 59 of the Utah code.

Section 2. Initial Boundary Line Adjustment.

The Parties agree that upon the sale and transfer of the identified property, the Parties will cooperate in executing a boundary adjustment pursuant to the requirements of §10-2-419 of the Utah Code so as to adjust the common boundary between Lindon and Vineyard so that the identified property will lie within the corporate limits of Vineyard City. Each Party shall be responsible for their own cost and expense in preparing and executing their own notices, resolutions, ordinances, and other filings necessary to affect the boundary adjustment as contemplated by this Agreement.

Section 3. Subsequent Boundary Adjustment if Necessary.

If at any time during the term of this Agreement, Vineyard transfers title, or otherwise puts the identified property to such a use so that the property loses its tax-exempt status under Title 59 of the Utah code, the Parties shall cooperate in executing another boundary adjustment of their common boundaries so as to return the

identified property to lie within the corporate limits of Lindon City. In the event that a second or subsequent boundary adjustment is necessary, as provided under this Section, Vineyard City shall be responsible to bear the cost and expense of both cities in executing the subsequent boundary adjustment including all notices, resolutions, ordinances, and other required filings.

Section 4. Term.

The term of this Agreement shall be for a duration of 50 years.

Section 5. Additional Interlocal Act Provisions.

In compliance with the requirements of the Interlocal Act and other applicable law:

- A. No Separate Entity. The Parties agree that this Agreement does not create an interlocal entity.
- B. As required by Utah Code Ann. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the city managers of Lindon and Vineyard or their or designees.
- C. Financing and Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.
- D. Attorney Review. This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for the Parties in accordance with Utah Code Ann. § 11-13-202.5.
- E. Copies. Duly executed original counterparts of this Agreement shall be filed with the keeper of the records of each Party pursuant to Utah Code Ann. § 11-13-209.

Section 6. General Provisions.

The following provisions are also integral parts of this Agreement:

- A. Binding Agreement. This Agreement shall be binding upon and shall insure to the benefit of the successors and assigns of the respective Parties.
- B. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.
- C. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.
- D. Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.
- E. Waiver of Breach. Any waiver by either Party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.
- F. Amendment. This Agreement may not be modified except by an instrument in writing signed by the Parties.

G. Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

H. Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received:

- i. Upon personal delivery or actual receipt thereof; or
- ii. Within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the Parties at their respective addresses.

I. Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of the Agreement.

IN WITNESS WHEREOF, Lindon City, by resolution duly adopted by its City Council, caused this Agreement to be signed by Mayor Jeff Acerson and attested, and Vineyard City, by resolution of its City Council, caused this Agreement to be signed by the Mayor Julie Fullmer and attested.

LINDON CITY

VINEYARD CITY

JEFF ACERSON,
Mayor

JULIE FULLMER,
Mayor

ATTEST:

ATTEST:

Kathryn A. Moosman
Lindon City Recorder

Pamela Spencer
Vineyard City Recorder

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Brian Haws
Lindon City Attorney

David Church
Vineyard City Attorney

DEED DESCRIPTIONS

Beginning at a point North 89°58'00" West, 1,688.16 feet along the one quarter Section line from the East one quarter corner of Section 6, Township 6 South, Range 2 East, Salt Lake Base and Meridian, and running thence North 89°58'00" West 359.04 feet; thence North 0°2'00" East 16.50 feet; thence North 89°58'00" West 541.89 feet; thence North 5°49'38" West 219.29 feet; thence North 11°30'08" West 165.19 feet; thence North 0°02'00" East 406.72 feet; thence South 89°58'00" East 62.97 feet; thence North 3°00'00" West 534.20 feet; thence North 3°59'08" West 445.38 feet; thence along a 5,797.658 foot radius curve to the right 795.537 feet (chord bears South 30°30'00" East 794.913 feet); thence South 26°34'08" East 1,226.08 feet to the point of beginning and being in the Lot 2 and Lot 3 of said Section 6.

Less and excepting therefrom those lands conveyed to the Utah Transit Authority by that certain Warranty Deed recorded June 30, 2009 as Entry No. 71844:2009 of Official Records, described as follows: Beginning at the point of intersection of the Westerly right-of-way of Union Pacific Railroad, the Southeast corner of the grantor's property, and a point in a fence line, said point being South 89°03'53" West 1708.64 along the Section line and South 00°56'07" East 2604.10 feet from the Northeast corner of said Section 6; thence South 89°07'59" West 39.16 feet; thence North 27°30'11" West 1160.94 feet; thence 723.29 feet along the arc of a 5,644.65 foot radius curve to the left, chord bears North 31°10'35" West 723.29 feet through a central angle of 0°72'048"; thence North 04°53'09" West 69.44 feet to said railroad right-of-way, thence along said railroad right-of-way the following (2) two courses: 788.44 feet along of way, 5,679.65 foot radius curve to the right, chord bears South 31°28'47" East 787.80 feet, through central of 0°75'713"; thence South 27°30'11" East 1178.49 feet to the point of beginning.

Also less and excepting any lands lying Northerly and Easterly of the property described above and on that certain Warranty Deed recorded June 30, 2009 as Entry No. 71844:2009 of Official Records.

SURVEY DESCRIPTIONS

Parcel 1

Commencing at a point located North 00°45'11" West along the Section line 21.51 feet and West 1748.53 feet from the East quarter corner of Section 6, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 89°39'26" West 636.53 feet; thence North 00°20'34" West 221.01 feet; thence North 00°06'33" East 1008.07 feet; thence along the arc of a 5644.65 foot radius curve to the right 214.66 feet (chord bears South 28°20'58" East 214.65 feet); thence South 27°15'36" East 1165.84 feet to the point of beginning.

Area = 394,563 sq.ft. or 9.06 Acres

Parcel 2

Commencing at a point located North 00°45'11" West along the Section line 17.70 feet and West 2385.09 feet from the East quarter corner of Section 6, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 89°39'26" West 203.60 feet; thence North 05°49'38" West 220.82 feet; thence North 11°30'08" West 165.19 feet; thence North 00°02'00" East 406.72 feet; thence South 89°58'00" East 62.97 feet; thence North 03°00'00" West 534.20 feet; thence North 03°59'08" West 305.26 feet; thence along the arc of a 5644.65 foot radius curve to the right 466.02 feet (chord bears South 31°48'14" East 465.88 feet); thence South 00°06'33" West 1008.07 feet; thence South 00°20'34" East 221.01 feet to the point of beginning.

Area = 327,440 sq.ft. or 7.52 Acres

Parcel 3

Commencing at a point located North 00°45'11" West along the Section line 0.98 feet and West 1688.14 feet from the East quarter corner of Section 6, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°58'00" West 50.09 feet; thence North 27°15'36" West 27.96 feet; thence North 89°22'34" East 50.19 feet; thence South 26°34'08" East 28.43 feet to the point of beginning.

Area = 1,264 sq.ft.

CERTIFICATION

This survey is made for the benefit of: THE CITY OF LONDON, HONEY BADGER HOLDINGS, LLC together with its successors and assigns and UTAH FIRST TITLE INSURANCE AGENCY INC.:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 3, 4, 5, 8, 13, 14, 17, and 20 of Table A thereto.

Date of Plat or Map: November 4, 2016

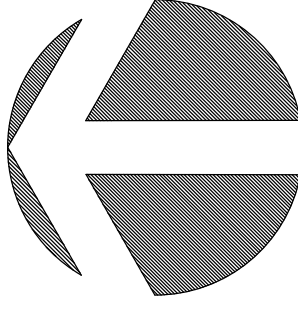
Roger D. Dudley, PLS #147089

SURVEYOR'S NOTES

- The survey and the information, courses and distances shown thereon are correct.
- The title lines and lines of actual possession are the same except as noted.
- The record description of the subject property forms a mathematically closed figure.
- The survey correctly shows the location of all buildings, structures and other improvements situated on the Premises.
- The tax parcel identification is 17:023:0012.
- There are no encroachments onto adjoining premises, streets, alleys or easement areas by any buildings, structures or other improvements, and no encroachments onto the Premises by buildings, structures or other improvements situated on adjoining premises.
- All utilities serving the Premises enter through adjoining public streets and/or easements of record; that, the property described hereon is the same as the property described in (Utah First Title Insurance Agency, Inc.) Commitment No. 28751 with an effective date of September 30, 2016, and that all easements which the undersigned has been advised or has knowledge, have been listed and plotted hereon or otherwise noted as to their effect on the subject property.
- Said described property is located within an area having a Zone Designation C by the Secretary of Housing and Urban Development, on Flood Insurance Rate Map No. 495517 0210A, with a date of identification of October 15, 1982, for Community Number 495517, in Utah County, State of Utah, which is the current Flood Insurance Rate Map for the community in which the Premises is situated.
- The Premises has direct physical access to 600 South Street, a public street or highway.
- The field work was completed on October 25, 2016.
- The Basis of Bearing for this survey is Utah State Plane Coordinate System (NAD 27).
- The gross land area is 16.694 acres.
- There are possible wetlands on site, however no official delineation has been performed.

EXCEPTIONS

- thru 13. Not survey related - not shown on survey.
- Plottable and shown on survey.
- Plottable and shown on survey.



NORTH
1" = 60'

Surveyor:

Dudley and Associates, Inc.
353 East 1200 South
Orem, Utah 84058
801-224-1252

Client: Name

London City

Location of Survey:

Located in the Northeast of the Northeast of Section 6, Township 6 South, Range 2 East, Salt Lake Base and Meridian.

Basis of Bearing:

Utah State Plane Coordinate System, Utah Central Zone. See Drawing

Purpose of Survey:

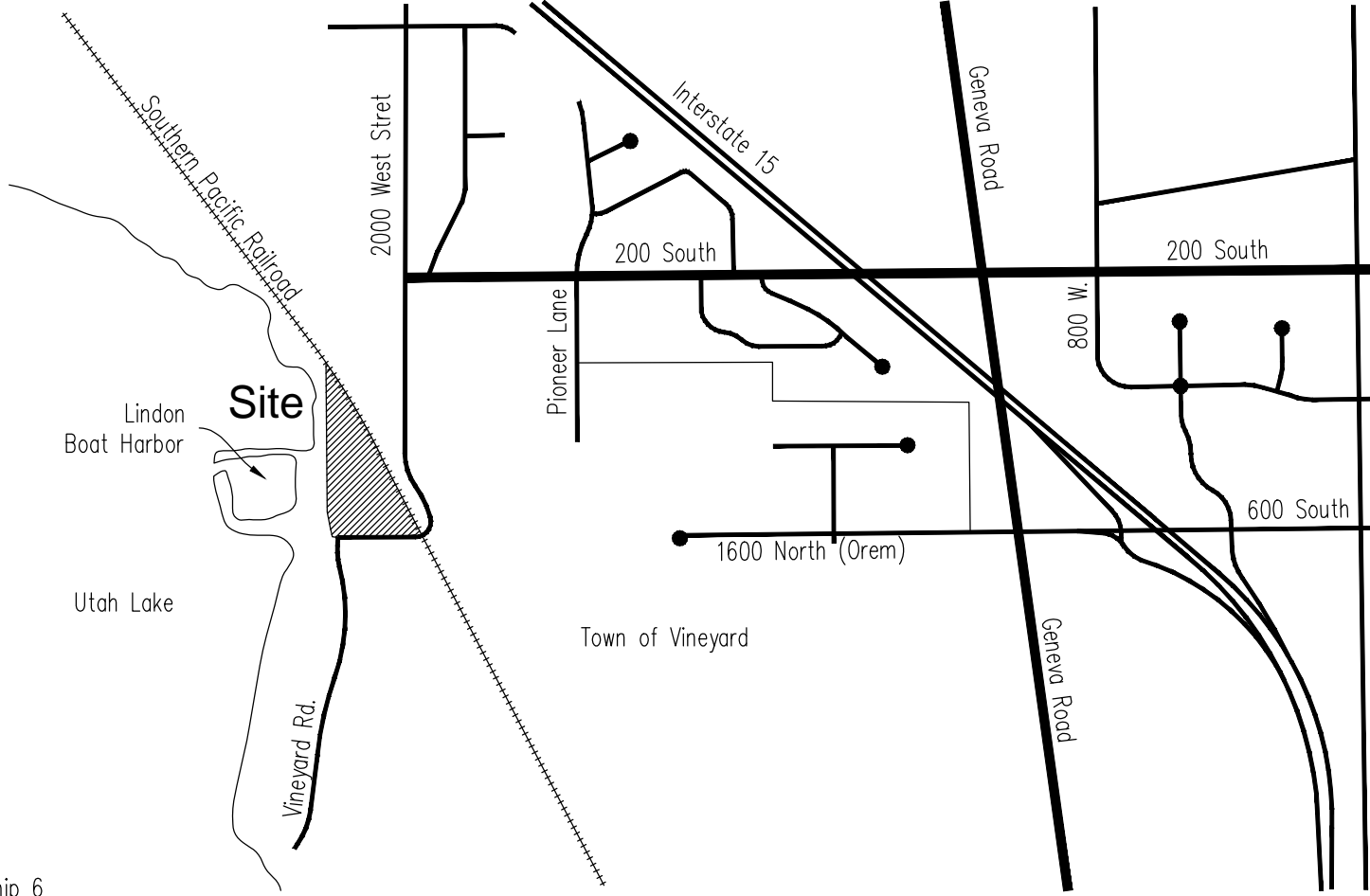
To identify physical boundaries and deed lines in relationship to adjacent owners.

Control Monuments:

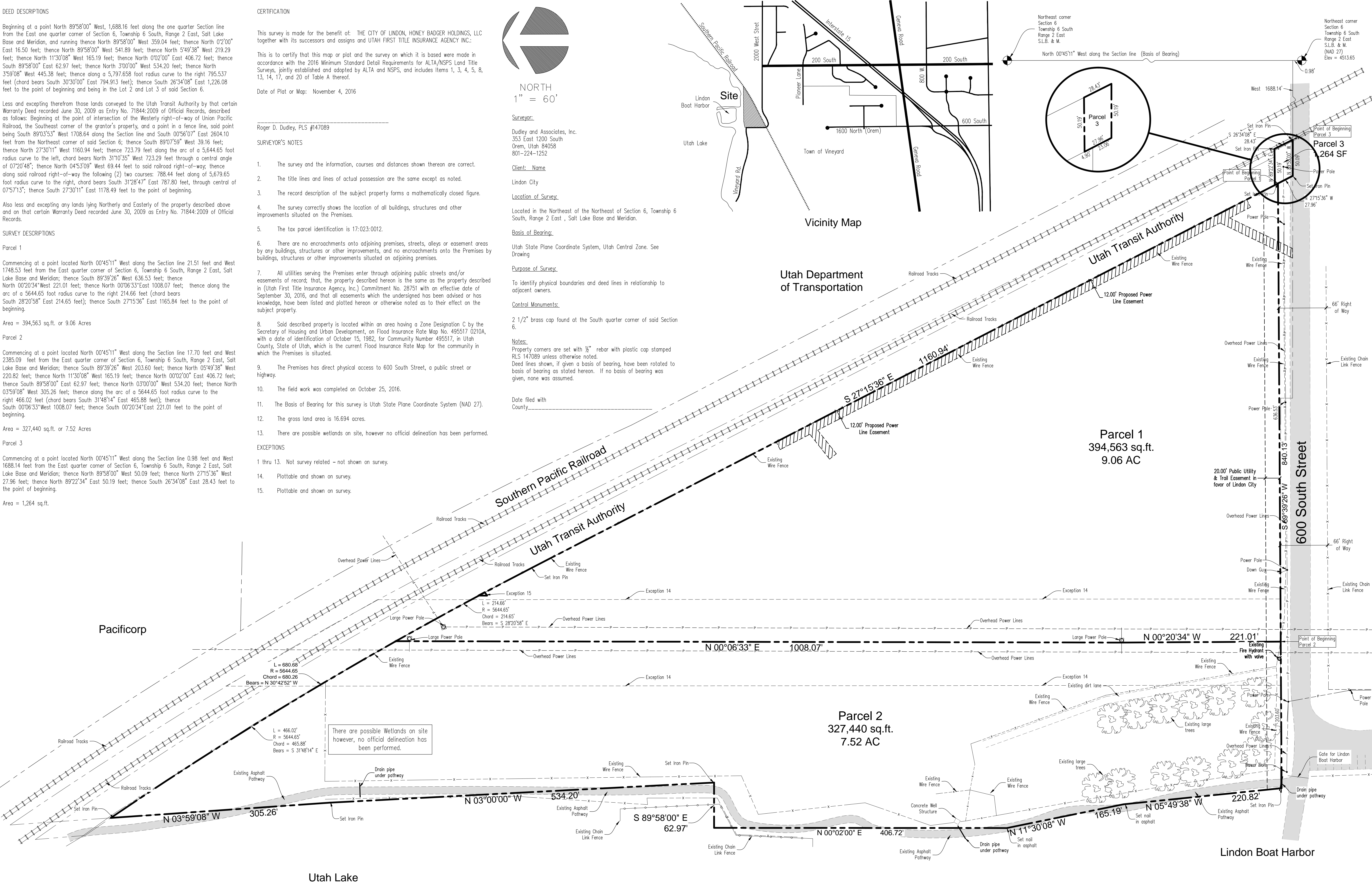
2 1/2" brass cap found at the South quarter corner of said Section 6.

Notes:
Property corners are set with 1/2" rebar with plastic cap stamped RLS 147089 unless otherwise noted.
Deed lines shown, if given a basis of bearing, have been rotated to basis of bearing as stated hereon. If no basis of bearing was given, none was assumed.

Date filed with
County _____



Vicinity Map



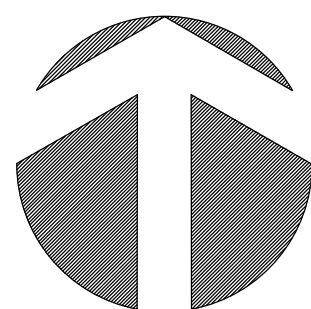

DUDLEY AND ASSOCIATES
ENGINEERS PLANNERS SURVEYORS
353 EAST 1200 SOUTH, OREM, UTAH
801-224-1252

The City of London
ALTA/NSPS Land Title Survey
Utah
London City

Revisions
11-28-2016
6-5-2018 (Parcel Lines)

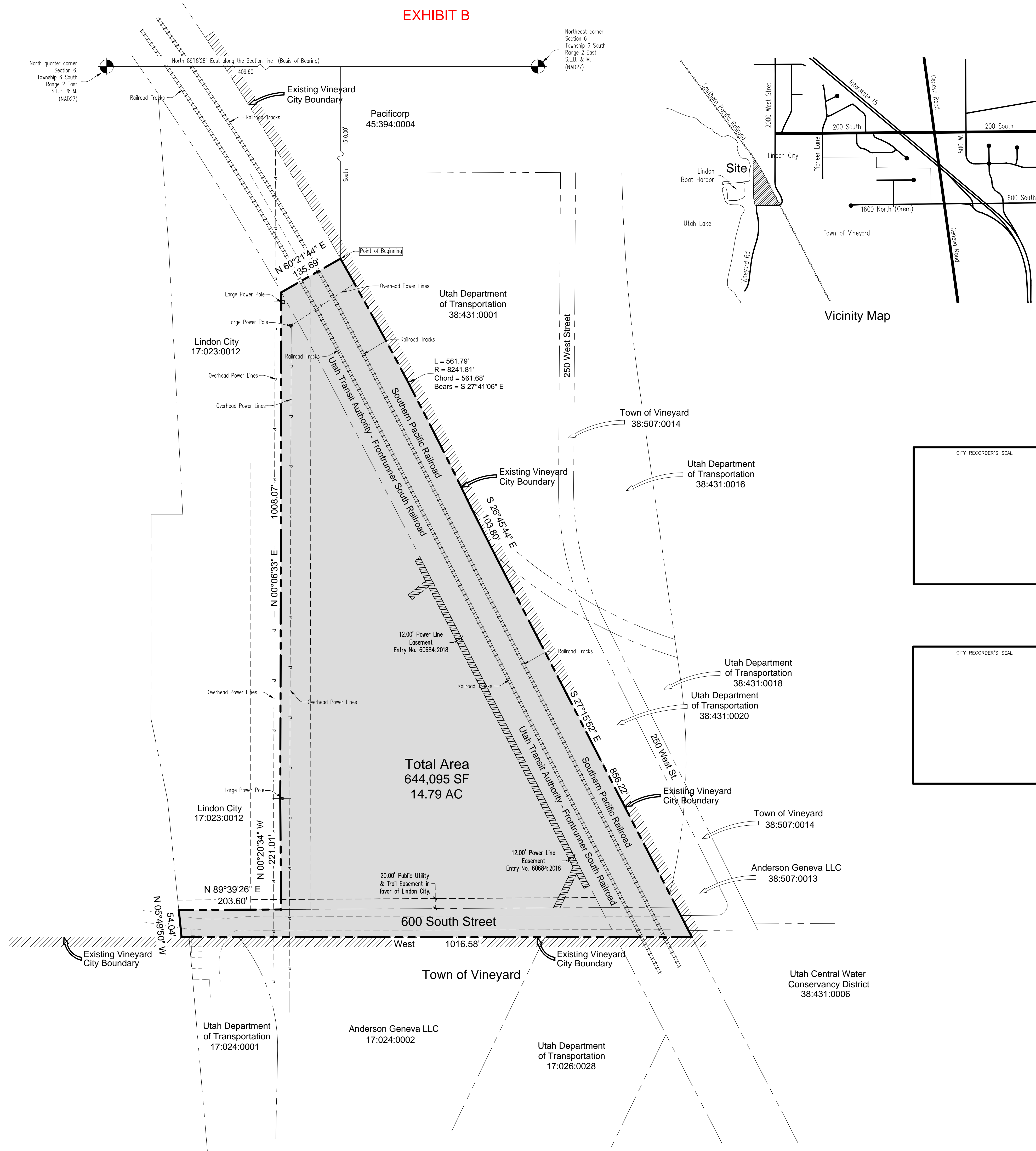
Date
7-9-2018
Scale
1" = 60'
By
TD
Tracing No.
L - 14239

Sheet No.
C - 1.0



NORTH
1" = 100'

EXHIBIT B



Surveyor's Certificate

I, Roger D. Dudley, do hereby Certify that I am a Registered Land Surveyor, and that I hold Certificate No. 147809 as prescribed under the laws of the State of Utah. I further certify by authority of the owners, I have prepared this Annexation Plat of the tract of land shown and described below, and represent the intended Annexation to The Town of Vineyard. I further state that the the boundaries shown hereon in no way represent any individuals title in fee or actual occupation limits. I hereby state that the boundary description is true and correct to the best of my knowledge, informational, belief and in my professional opinion.

Area = 644,095 sq.ft. or 14.79 Acres

Basis of Bearing is North 89°18'28" East along the Section line from the North quarter corner to the Northeast corner of Section 6.

County Surveyor's Certificate

This plot has been reviewed by the Utah County Surveyor and is hereby certified as a Final Local Entity Plat, pursuant to Utah Code Ann. 17-23-20 as amended.

COUNTY SURVEYOR

Acceptance by Mayor

This is to certify that I, Jeff Acerson, the Mayor of the City of Lindon, have received a petition signed by a majority of the owners of the tract shown hereon requesting that said tract be disconnected from Lindon City to the Town of Vineyard and that a copy of the ordinance has been prepared for filing herewith all in accordance with the Utah Boundary Commission Act (1979) 10-01-04 and 10-2-401 thru 423, as revised and that I have examined and do hereby approve and accept the annexation of the tract as shown as a part of said Town and that said tract of land is to be known hereafter as the Boat Harbor Addition.

Approved by Mayor -

Attest _____ Recorder

Acceptance by Mayor

This is to certify that I, Julie Fullmer, the Mayor of the Town of Vineyard, have received a petition signed by a majority of the owners of the tract shown hereon requesting that said tract be Annexed from Lindon City to the Town of Vineyard and that a copy of the ordinance has been prepared for filing herewith all in accordance with the Utah Boundary Commission Act (1979) 10-01-04 and 10-2-401 thru 423, as revised and that I have examined and do hereby approve and accept the annexation of the tract as shown as a part of said Town and that said tract of land is to be known hereafter as the Boat Harbor Addition.

Approved by Mayor -

Attest _____ Recorder

Approved as to Form

COUNTY ATTORNEY

DATE _____

Annexation Plat

BOAT HARBOR ADDITION

Vineyard City Utah County, Utah
Scale: 1" = 100 Feet

THIS FORM APPROVED BY UTAH COUNTY AND THE MUNICIPALITIES THEREIN

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

Prepared by:

Dudley and Associates, Inc.
353 East 1200 South
Orem, Utah 84058
office 801-224-1252
fax 801-224-1264